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The Solicitors' Journal.

LONDON, NOVEMBER 18, 1865.

THE CASE of *Prevost* v. *The Great Eastern Railway Company* will, if supported by future decisions, prove a triumph to railway companies, and give them more facilities than ever for riding rough-shod over the public, who are forced, by the very nature of the case, to submit to any terms which these great monopolists may impose as conditions for travelling on their railways. The action was originally tried before the late Mr. Justice Crompton on the Home Circuit, and the plaintiff was non-suited. The case came on again last Tuesday before the Court of Common Pleas, in Banco, on a motion to set aside the non-suit, and for a new trial. The plaintiff had been in the habit of going weekly to Lea-bridge to collect rents, and went there last Whit-Monday. He wished to return to Mile-end by the defendants' railway, and he took a ticket for a train which the time-table showed ought to be at Lea-bridge at 2.37, and which was announced as to arrive at Mile-end, a distance of three or four miles, at 2.54. The plaintiff had to wait twenty minutes for the train, and, on getting into it, he was not taken to Mile-end at all, but to Shoreditch station, where they arrived at five minutes to five o'clock.

The plaintiff had to keep an appointment about a quarter of an hour's walk from the Mile-end station at a quarter past three; he had ample time to do so if the train kept its time according to the time-bill. At Shoreditch station he took a cab to Mile-end to endeavour to save his appointment, and the legal cab hire to that place was one shilling, and it was submitted that, at all events, he was entitled to a verdict for this shilling, as it was a payment rendered necessary by the railway being two hours behind time, and not stopping at Mile-end station at all. The defence seems to have been solely and simply that it was Whit-Monday, and that was thought a sufficient answer, but the plaintiff thought otherwise. The learned judge, however, said to the jury, "It was Whit-Monday, gentlemen," and asked what evidence of negligence there was. Upon which the jury cried out in chorus, "Whit-Monday," and the judge then gave the plaintiff's counsel his choice between a verdict for the defendant or a non-suit, and, under the stress of his position, he elected to be non-suited. The rule for a new trial was refused, possibly rightly enough, as the plaintiff had elected his course to save himself from an adverse verdict; but the remarks which fell from the Chief Justice appear to have a very peculiar bearing on the case before us, and such as we humbly submit cannot be upheld as law. His Lordship said, "The declaration was for a breach of duty in not conveying the plaintiff, according to their contract as carriers, on their railway from Lea-bridge to Mile-end, to arrive at Mile-end at a certain specified time. The time-table had been put in evidence, and the time-table had a stipulation that the company do not guarantee that any train shall either start or arrive at the specified time, but they will use due diligence so to do; and that was the whole contract. There was a plea to the declaration 'that the plaintiff did not become a passenger by a train appointed by them to start from Lea-bridge, and to arrive at Mile-end at a certain specified time.' The company had a clear right to avail themselves of that defence. Had the learned counsel not elected to be non-suited, there would have been a verdict for the defendant."

We are not about to enter into the question whether the contract, as set out by the Lord Chief Justice, is a reasonable contract, or whether the Legislature is doing justice in giving to railway companies the immense powers they now exercise. Nor shall we enter upon the question whether the words "so to do," used in the time bills when they state that "they will use due diligence so to do," means "to arrive at a specified time," or "to guarantee to arrive at a specified time," or whether the trains or the company are to guarantee; we know, at any rate, that it means that the company promises to do a thing which few companies ever, and that particular company never, so far as we know or believe, perform.

The great point in the case seems to be, that the plaintiff positively never arrived at Mile-end at all, but was taken to another place some distance off. Surely Lord Chief Justice Erle made a mistake in laying down "the whole contract" in the terms we have mentioned. Are we to understand it to be law that if a passenger having a ticket for Reading is carried on to Swindon he has no redress? If time was specially excepted from the contract, surely place was not. If a company can make a contract to carry a passenger from one station to another, to arrive and start at a specified time, time not being guaranteed, and they not being bound to set the passenger down at any station in particular, it will come to this, that they are not bound to set him down at any station at all, but may require him to leave the train at any place they please not short of the distance he has paid for, and may, in fact, take the passenger's money, and then refuse to carry him in the direction he desires. Such a view of the contract is, we submit, utterly unreasonable, and we hope and trust that this *dictum* of the learned Chief Justice will not be supported.

ONE OF THE SENATORS appointed in America to have the regulation of the new Fenian organization, and the founding of an Irish Republic, is stated to be one S. J. Meany the proprietor of a newspaper in the States. The name is peculiar, and a contemporary asks whether he can be related in any way with a Mr. S. J. Meany, who was convicted on the 8th of October, 1862, at the Middlesex Sessions, before Deputy-Assistant-Judge Payne, for obtaining goods and money by false pretences. The case is reported 11 W R. 41, where it appears that the prisoner raised money by the production of two forged letters, written on paper improperly obtained from the International Exhibition, and purporting to come from Her Majesty's Commissioners of the International Exhibition, and to enclose orders for payment of sums due to a newspaper.

The coincidence is in many respects singular, and if it is but a coincidence, Mr. Senator Meany has no reason to be grateful to the fortune which provided him with so questionable a double, while, if the parties be the same person, it affords another exemplification of the character and position of the "patriots," who are, as they say, about to measure their strength against the power of the Government, backed by all the wealth and intelligence of Ireland.

THE POOR LAW COMMISSIONERS have lately shown themselves active in investigating the conduct of guardians in more than one union, and facts have been brought to light which reflect the greatest discredit on the humanity of those entrusted with the care of the poor.

On Friday week an inquest was held on the body of Anne Andrews, a child of eleven years of age, at Lower Shadwell. The mother related the story of the child's death as follows:—"I am the wife of a bricklayer, who deserted me two years ago, leaving me with eight children to support. I worked on the dust-heaps for some time, earning fourteen pence a-day; but at last I became so weak and destitute that I was obliged to apply to the parish for relief. The parish passed me and my children to Wisbeach,

where my husband had a settlement. When I got there the parish authorities persuaded me to return to London, promising to allow me nine shillings a-week when I got there, and giving me one week's allowance in advance. Accordingly I and my children started off to walk to London. On the journey we were once received in a union as casuals. On the other nights we paid for our lodgings out of the nine shillings advanced to us. A charitable lady, seeing our destitute condition, gave us a loaf of bread on the way up. We left Wisbeach on Monday and reached London on Saturday. My poor girl complained frequently of illness on the road. When I arrived in London I hired a room at two shillings a-week. Anne died on Thursday." The jury, after hearing medical evidence, returned a verdict of "death from bronchitis and the mortal effects of fatigue, exposure, and destitution."

It appears incredible for many reasons that the parish authorities of Wisbeach could have persuaded the woman to return to London and have promised to remit her nine shillings a-week there, but as we have the sworn statement of that fact we must take it as literally true, at any rate until formally and solemnly contradicted. It was, of course, in any case, a voluntary act on the part of the woman to leave Wisbeach, but the inducement held out to her was such as would, with the addition of the few shillings she could herself earn, put her in a comparatively independent position, and one which she would naturally prefer to the inside of Wisbeach workhouse. Supposing, however, the Wisbeach parochial authorities to perform their agreement, and, for the future, to remit the nine shillings a-week, we very much doubt whether the Poor Law Commissioners will sanction such a mode of getting rid of a responsibility. It is much to be regretted that the jury did not append to their verdict an expression of their opinion on the conduct of the Wisbeach authorities, who could allow a woman with eight children to start to walk to London, without making any adequate provision for their maintenance on the way, leaving out of the question the age of the children, which is not reported. As regards one of the children, the responsibility of maintaining her is now at an end, but if the Poor Law Commissioners do their duty, Wisbeach has not heard the last of this unhappy family.

The case has, however, another aspect, and is but a prominent instance of the hardships which are constantly occurring owing to the Law of Settlement and Removal, to which alone more than three-fourths of the abuses of our poor law system are due. Had this poor woman been left in London from the first, and properly assisted in her chosen residence, there could have been no opportunity for their present display of humanity by the poor law authorities in the fens.

WE REGRET to have to announce the death of William Borradaile, Esq. who died last week at Worthing. He was a gentleman well known and appreciated in the highest legal and financial circles in the city. For many years he practised as a solicitor, but he retired some time since, and subsequently devoted his attention to several public companies, of which he was a director.

A MEETING was held in the council room of the Chamber of Commerce at the Exchange, Birmingham, on Wednesday, for the purpose of making arrangements for the formation of a National Association for the protection of British trade marks both at home and abroad. Mr. J. S. Wright, Vice-President of the Chamber of Commerce presided; and the following resolution, moved by Mr. Sampson Lloyd, and seconded by Mr. Manton, button manufacturer, was passed:—"That a provisional committee be appointed to arrange the rules and regulations of a society to be called the National Association for the Protection of British and Irish trade marks, and to promote the enactment of a law to provide for the registration of trade marks in England."

M. JULES FAVRE is said to be a candidate for the seat in the French Academy rendered vacant by the death of M. Dupin.

ON MONDAY the 20th inst. the Court of Common Pleas will proceed with the registration appeals from the revising barristers' courts, and continue the same on Tuesday and Wednesday. The following is a correct list of the cases:—Smith v. Hollaway, from the Isle of Ely; Dodd v Thompson, from Northumberland—Harris v. Widdcott; Norwick v. Harris; Gillham v. Do., Mason v. Do., Adam v. Do., Point v. Do., Berry v. Do., Hodges v. Do., all from Totnes—Smith v. James, from Middlesex—Jones. v. Jones, from Merioneth—Gamford v. Freeman, from the South-West Riding.

GENERAL JURISPRUDENCE.*

No. 1.

I propose, in this and three or four following papers, to put before the younger students of the law, some of the first lines in the study of General Jurisprudence, or, in other words, some of the most elementary of the principles and distinctions of the science of law. I do not conceal from myself that I am inviting attention to a subject which has not met with much consideration in our own branch of the profession, and I shall, therefore, not be surprised if some of my readers should be at first inclined to turn from it as from an unnecessary addition to their professional reading. I hope, however, that this feeling will not be suffered to prevail, because I am sure that no one will have acquired even a slight knowledge of the principles of jurisprudence without feeling himself upon a vantage ground for understanding the law of our own country, and without the consciousness of an unlooked-for elegance and symmetry in our study of law—a study which is proverbially dry and unattractive.

I need not say that this subject is not altogether untreated of by Blackstone and the other elementary writers whose books are commonly put into our hands, and if I venture upon the same field with them, it is not in any spirit of false presumption, but both because I feel the great importance of a better acquaintance with fundamental principles than law students generally will take the trouble to attain, and because I wish to introduce my readers in some part to the works of a writer of singular power of thought, of a later period than Blackstone, by whom much of Blackstone's teaching has been canvassed, and, I think, corrected.

General jurisprudence is termed, by the late Mr. Austin, the philosophy of positive law—the science, that is, which is engaged in discovering the general principles and fundamental ideas of law as it exists, or as it has existed, in the more advanced societies of our own day and of times past—a science which must not be confused with the science of legislation, whose office it is to go before and determine the steps of the legislator, discovering the general principles and considerations upon which legislation ought to proceed.

It will be evident, on a very slight consideration, that in all systems of law there obtain a certain number of ideas, notions, and principles common to all alike, and without which systems of law could not be conceived—such for instance is the authority by which laws are established, with the punishment or penalty attending an infringement of them—such also are duties,—rights with their corresponding obligations—injuries and wrongs being violations of rights or breaches simply of duties—again rights which spring out of injuries or wrongs, and give rise to rights of action or other legal procedure, and occasionally to rights of a more summary and direct character.

But besides and in common with these topics which may be called necessary, there are some distinctions, ideas, and principles which, though not necessary, have yet been admitted into many of the more finished systems of

* By Edmund Smith, Esq., Solicitor, Bath.

law from their elegance and fitness. It is the business of general jurisprudence to detach from the accidents of particular systems principles which are common to all or to many systems—to arrange and place in just subordination to one another the several common ideas and topics; and in the end to trace out those more elegant and refined distinctions of which the science of law seems to be capable.

I need hardly tell you that I shall attempt here nothing of this kind. Taking Mr. Austin's lectures for my text-book, what I shall try to do will be to remark upon some few of the principles of jurisprudence, in connexion with, and illustrated by, our own system of laws, showing what are the principal and salient angles of the plan in which all systems of law alike permit of being arranged.

General jurisprudence then being defined to be the philosophy of positive law, the first point to be determined will be what positive law is. The term amongst ourselves, with which we are familiar, is municipal law—amongst the Romans, and, I believe, in most of the continental systems of law, it is civil law—but to express law generally, as prevailing in independent political societies, Mr. Austin prefers the term positive law. How then is positive law to be distinguished, and what are its marks? For instance, to take our own system of law by way of illustration, is positive law among us represented by our statute law, or by our statute and common law, or does it also take in what we technically call equity, and also such fragments of the Roman civil and canon law as are administered in our courts? Again, are customary laws, such as the customs of manors, or are bye-laws, such as the bye-laws of municipal corporations, railway companies, and other such public bodies, parts of positive law, or whence and how do they derive their force? Questions such as these will suggest that it is not so easy as, at first, it may have appeared, to determine exactly what positive law is.

Now, it may be well before attempting to trace out the exact lines of demarcation of positive law, to compare it with other kinds of law from which it is evidently distinguishable, but with which it may be reasonably inferred that it has something in common. We hear, for instance, of the laws of sound, the laws of vegetation, and the laws of storms, and many such others, and again, we are familiar with the laws of games, such as whist and billiards, the laws of honour, of public opinion and of etiquette, and then above and beyond all is the law of God. It is easy enough to say that these are evidently very different from positive law, or, at least, from what we know familiarly as municipal law, and yet it may be that we do not exactly know how they are to be distinguished. For instance, as between positive law and the law of God it will not do to say the distinction lies in their subjects or in the objects which they severally have in view, for these seem not unfrequently to be the same, and the same injunction or prohibition is to be found in both codes, as, Thou shalt not steal, Thou shalt do no murder, Thou shalt not commit adultery. Again, the law of public opinion, or public morality, as it is called, not unfrequently harmonizes with the positive law, and the same duty or obligation is equally insisted on by both. Being then that it is not in the difference of the subjects or objects of the laws that the distinction lies between positive law and the law of God, or between positive law and the so-called laws of society, in what is it?

Let us endeavour, in the first place, to determine, with the greatest accuracy we can, what a law proper is.

It will be evident, on the slightest reflection, that into the so-called laws of storms and other physical laws, there enters an idea which is peculiar to laws of this kind. Conformity to the law goes hand in hand with the law itself, and to say in physics that such and such is the law, is only to state, under a convenient and short name, that such and such are the phenomena which are constantly observed. But this idea of an inevitable compliance, this idea of an absolute inability to disobey, is not what we conceive of laws which are set to men; and therefore, if these physical laws are laws in any sense, they seem to be laws improper—or, at least, laws utterly and entirely unlike those which we are considering, and which we are justified in speaking of as laws proper. It would seem, then, that to the first conception, of a law proper, the idea of the possibility of disobedience is as necessary, on the one hand, as that of authority or a power to command, on the other.

But further, in a law proper, the idea of disobedience must be followed closely by the idea of punishment. In the physical world laws are not attended with, or are not armed with, a punishment; because, as we have just seen, they do not admit of a breach. In the moral world they must be armed with a punishment, otherwise they would be nothing more than requests. There must be, then, on the part of the person settling the law, an intention and an ability to punish in case it is disobeyed; there must be, on the part of the persons to whom it is set, a free will whether to obey or not.

But further, a law proper must emanate from some determinate person or persons as its author. "A law set or imposed by general opinion," says Mr. Austen, "is a law improperly so called. When we speak of a law set by general opinion, we denote by that expression the following fact:—Some indeterminate body or mountain aggregate of persons regards a kind of conduct with a sentiment of aversion or liking. In consequence of that sentiment it is likely that they, or some of them, will be displeased with a party who shall pursue or not pursue conduct of that kind, and, in consequence of that displeasure, it is likely that some party (what party being undetermined) will visit the party provoking it with some evil or another. The body by whose opinion the law is said to be set does not command expressly or tacitly that conduct of the given kind shall be forborne or pursued; for since it is not a body precisely determined, it cannot, as a body, express or intimate a wish. As a body it cannot signify a wish by oral or written words, or by positive or negative deportment. The so-called law or rule which its opinion is said to impose, is merely the sentiment which it feels, or merely the opinion which it holds in regard to a kind of conduct."

Now of this kind are many of the conventionalities by which, whether under the title of laws (or rules) or not, human societies or portions of human societies submit to be bound. For instance, the laws of honour among gentlemen, the laws of the turf in the racing world, the laws of etiquette in the professional and in the fashionable world, and again that undefined code of morals known as public opinion or public virtue, are all of them closely analogous to laws proper, because they are all of them armed, as it were, with a punishment in case of their breach; but they differ from laws proper in that they are not commands emanating from any determinate person or persons, and, therefore, by their having no determinate person or persons by whom, in case of a breach, we may expect them to be vindicated.

And of this kind, I believe, are the laws of games; and here it seems important to remark that the specific penalty which is primarily attached to the infringement of a law is distinguishable from the ultimate sanction by which it is enforced. Thus, in games the breach of such and such a law is primarily punished by the exaction of such and such a penalty, but the observance of the laws of the game generally is enforced on the whole by general opinion, that is, by the general opinion of all players of the game, and in an extreme case by all players of the game refusing to play with a person who would not observe the rules.

And of this kind also is the the law of nations: for, notwithstanding the learning with which the law of nations has been treated, and notwithstanding that its canons have been fixed and determined with great precision, yet as it emanates from no determinate superior, and

prevails only by fear, on the part of nations or sovereigns, of provoking general hostility in case they should violate the maxims which have been generally received and respected, it has not the character which is required in a law proper.

And here I ought to observe that in saying, as I have done, that the idea of punishment was necessary to the just idea of a law proper, I have used a term which is too narrow. The expectation of suffering an evil in case of disobedience, and the intention on the part of the person setting the law of inflicting an evil in case of being disobeyed, are necessary to the idea of a law proper; but as the evil may not always take the form of a punishment, at least in our narrower acceptation of the term, it is necessary to have a larger and more general word by which to signify it—and the technical word for the purpose is *sanction*. The evil by which a law is enforced, that is to say, the evil which is intended and may be expected to result in case of disobedience, is the sanction of the law, or the law is said to be sanctioned by the evil.

Having then thus distinguished between laws improperly so called and laws properly so called, if all laws properly so called (not being God's law) were positive laws, or, in other words, if positive laws and laws properly so called (God's law excepted) were equivalent terms, the area of positive laws would already have been circumscribed; but, besides positive law, and besides God's law, there are some laws which are laws properly so called, from which it is therefore necessary that positive laws should be distinguished; but as the marks of these laws given by Mr. Austin are simply negative, I shall in my next paper proceed to give a description of positive law.

"CHARITABLE" LOTTERIES.

Among the numerous devices commonly resorted to for obtaining money for alleged charitable purposes, none is perhaps so morally objectionable as the plan lately started on a grand scale, by an important religious community in this country, of raising money by means of raffles and lotteries. But apart from the demoralizing influence exercised by this description of almsgiving upon those who take shares in charitable lotteries, it ought to be more generally known that they are absolutely illegal, and bring the members, subscribers, and contributors, within the provisions of the several Acts of Parliament passed for the prevention of "lotteries, littlegoes, and unlawful games."

Ever since the year 1845, when, after considerable discussion, an Act was passed for legalizing art unions, it would seem that people have brought themselves to expect that Government would wink at any evasion of the law against lotteries which might appear to have for its object the advancement of science or the cultivation of art. True, indeed, some of those schemes which pretend to be art unions, but are in fact mere gambling lotteries (supposing them to be anything better than a swindle), such as we have seen within the last ten years, have been permitted to continue their operations, and this result is probably due to the supineness or the ignorance of the authorities; but no such sufferance can legalize the lotteries of an art union, unless it has been approved by the Privy Council according to the Act of 9 & 10 Vict. c. 48.

The object of diffusing a taste for art has been considered by the Legislature as the only cause sufficiently laudable to justify the use of anything in the nature of a lottery, and only subject to certain conditions specified in the Act, but this does not include an ordinary raffle, whether for an object of art or otherwise, much less a raffle on a large scale wherein subscriptions at the rate of a shilling a share amount to thousands of pounds, and prizes consisting of houses, lands, horses, carriages, services of plate, and jewels, and other articles of high value are gambled for. Nor is the case bettered even when such a raffle takes place ostensibly for the benefit of "the Church," and the presiding guardians of the claims of the subscribers are priests and sisters of mercy.

There is a practice with some of the modern art unions which is of itself very suspicious as regards the chance any shareholder may have of drawing a prize. We know of, at least, three of these concerns whose tickets or shares are sold in large numbers for a shilling each. It is not an uncommon thing for gentlemen to receive by post a packet of twenty of these tickets with a request from some agent that he will remit twenty shillings for them, or return those he cannot take himself or sell to his friends, and to such a pitch has this been carried by the body already mentioned, that in some districts the police themselves have been made instruments for the circulation of the illegal tickets. Now, it is clear that if the tickets are not paid for before the drawing their numbers are not entitled to be in the drawing, but if, on the other hand, anyone being the wrongful holder of ticket X 999 and nineteen others of consecutive numbers, should discover that one of those numbers had drawn a prize, he could, by paying for his twenty tickets, claim the prize, as the fact of his numbers having been in the drawing would be *primâ facie* proof of the tickets having been paid for. If these art union tickets are to be sent broadcast over the country, it is next to impossible that the drawing can take place with a total freedom from fraud.*

Connected with the subject of lotteries and unlawful games is that of sweepstakes and betting on horse-races. The Act of 16 & 17 Vict. c. 119, was passed to put down betting houses; but still they are known to exist, and their proprietors are occasionally brought to justice by the police. It is not many weeks since a publican in the midland counties had at his house what purported to be a sweepstakes on one of the popular races, but when he had received the cash from the subscribers nothing more was heard of the sweepstakes until an attempt was made to enforce a return of the money at law. In the case of *Fisher* v. *Colvin*, which was recently decided by Mr. Dasent, the judge of the Shoreditch County Court, an attempt was made to recover a sum of money, being the result of a certain sweepstakes in which the plaintiff was a member, the verdict was for the defendant, on the ground that a sweepstakes was a lottery.

All these different classes of gambling being decided to be illegal in their nature, it rests with the police authorities and the Government to put a stop to the scandal created by them, and that in some manner more energetic than "a letter to the conductors thereof, pointing out the illegality of the proceeding," which was the remedy recently applied by Sir George Grey to such a case. The Government must be prepared to take proper proceedings against those who get up these lotteries under the guise of art unions or charitable purposes, and to put them down with a strong hand, in a manner calculated "*pour encourager les autres.*" The more such things are allowed to go on, the more will the fraudulent cheat the unwary by means of imitations, and the more complaints shall we hear from persons inundated with letters pestering them to take tickets for art unions and charitable raffles.

SCOTTISH PRELIMINARY INVESTIGATIONS.

During the course of last year many suggestions were made for the assimilation of the laws of England and Scotland, but as yet very little has been effected by the Legislature on that head. The Star Chamber and its kindred tribunals have now been abolished for more than two centuries in England, but in Scotland some relics of the old feudal times remain, which nothing but their antiquity can make acceptable to persons living under their influence. One of these ancient institutions is retained in the practice under which in Scotland a person accused of crime is dealt

* The writer now has in his possession twenty such tickets for a raffle in Ireland, sent to him to dispose of, for which his reward was to be a twenty-first ticket, also inclosed, but which have been thrown aside and never returned nor paid for, although the drawing was to take place last May.

with before being put upon his trial. Publicity has in England been considered as one of the great safeguards against the abuse of judicial power. The press is admitted—nay, invited—to report the proceedings of our law courts, and every facility is given which can aid in bringing a delinquent to justice or in completing a satisfactory investigation of a complicated inquiry. And this publicity is found to be not only acceptable to Englishmen, but is also beneficial, inasmuch as the publication of those proceedings, which take place before magistrates and justices, not unfrequently assists the administration of justice by calling in aid the evidence of witnesses who might not have been forthcoming under a system of secrecy.

When we compare the system now practised in Scotland, with that of England, we are enabled to judge of the superior value of our own. The "precognitions" taken before the sheriff substitute are in their nature secret. When a crime is committed in Scotland a warrant is granted in secret, and the accused is brought up and undergoes an examination in secret, which is succeeded by a secret trial upon the evidence of unsworn witnesses; and upon that evidence, if the sheriff thinks fit, he is committed for trial. Once committed for trial, all is open and above board; but then publicity comes rather too late, and the injury, if any, has been done by means of the previous secret proceedings.

Whether the evidence be true or false the accused has been deprived of his great safeguard and the public have been deprived of their right to know that justice has been done. There is nothing, except the conscientious feelings of the sheriff, to prevent an accused person from being committed for trial on false or insufficient testimony, or from being discharged from custody, and so freed from punishment, although the evidence of his crime may be of the most damning character. In Scotland—as in other countries—when a great crime is committed, the fact of course gains a limited amount of publicity, and the public know, or believe, or hope that the matter is being investigated; but, with the course the inquiry takes they are totally unacquainted, and in the event of the accused being discharged, may possibly hear nothing about it, and even if he be committed for trial, that fact only will be reported and nothing more. But it must often happen, under the Scotch system, that circumstances occur—for instance, a suspicious death—which, although calling for an inquiry, may be hushed up in such a manner as to relieve the criminal from the consequences of his act, and as would fail to satisfy the anxiety of relatives.

A coroner's inquest is a tribunal unknown to our northern fellow-subjects; that is to say, a public investigation never takes place. A private inquiry is held by the procurator-fiscal, and the result is submitted to the Crown counsel for their instructions; but, if they fail to issue instructions, there is nothing to force them to do their duty beyond their own will in the matter. If they wish to be indulgent it rests with them, and with them alone, to quash all inquiry; and if, on the other hand, they have vindictive feelings against anyone, they may instruct the sheriff to issue his secret warrant, and go through the secret investigation before referred to.

It is not for one moment suggested that any oppression is exercised by those in authority in the carrying out of this system, but no great discernment is required to discover that their responsibility is of the most attenuated and unsubstantial description. It is not publicly known what is the nature of the evidence adduced in secret, and therefore no public clamour can touch them; no reporters for the press are allowed to take notes of the proceedings, and therefore, whatever may be the nature of the evidence, it is not material to the carrying out of the responsibility of the authorities that the decision should be in any way founded upon it. Public opinion is not in fact brought to bear in such a manner upon these preliminary investigations as to prevent the most innocent from being committed for trial on a trumped-up charge, or the most guilty from escaping the consequences of a flagrant and deliberate crime.

One of the very few points which can be urged in favour of this system is worthy of consideration, because it is supposed to operate in favour of accused persons. It is said that the practice may prevent one wrongly accused from being exposed to the obloquy a false charge would entail upon him. But unless the authorities use their power oppressively, such a charge would of course fail except perhaps in causing annoyance and temporary detention in custody; but the secret system gives encouragement to those who might wish to cause such annoyance. A false charge preferred on this side the Tweed, ending in the triumphant and public acquittal of the accused, would, we contend, afford a far preferable termination to such a proceeding; and the publicity of the investigation would, in the confusion heaped upon the false accuser, give, in most cases, greater compensation to the accused than would a secret inquiry which might have the effect of screening both accused and accuser.

On all accounts, therefore, we are of opinion that the law of Scotland with respect to preliminary investigations ought to be assimilated to that of England. In the first place, the public feeling on the subject is such that even in Scotland this time-honoured institution is looked upon unfavourably by many, and it need hardly be pointed out that in this part of the country no such a system could long exist in the present day. As regards accused or suspected persons, we have already clearly shown that in a secret investigation the balance is rather against them than otherwise, but when this secrecy is aggravated by their being refused the benefit of legal advice, a fact we before omitted to mention, it is astonishing that the system still prevails in its integrity.

The incorruptibility of those in authority is a subject we would treat very tenderly, but it may be laid down as an axiom that true honesty is never afraid of the light; and therefore it may be presumed that no objection will be urged either by sheriffs, fiscals, or Crown counsel to such a publicity as we have here proposed.

The same Parliament legislates for Scotland and for England, and a short Act will suffice to adopt into the Scotch proceedings those elements which in England are found so efficient to make the adminstration of justice satisfactory as well as unquestionable in its purity.*

EQUITY.

LOCKE KING'S ACT—EXONERATION—CESSANTE RATIONE CESSAT IPSA LEX.

Rodhouse v. *Mold*, V.C.K., 13 W. R. 854.

Prior to the passing of the Wills Act, 1 Vict. c. 26, every devise of land was specific, and therefore the will spoke from the date of its execution, so far as realty was concerned, and, of course, operated only on such lands as the testator then possessed. The reason why a will of lands spoke from its execution, and not, as the nature of a will implies, from the death of the testator, is to be found in the fact that wills of realty could not be made at common law, and operated only under the provisions of the Statute of Wills (32 Hen. 8, c. 1), and that statute only enables a tenant to devise lands of which he was then (*i.e.*, at the date of the devise) seised. A residuary devise of lands was, consequently, as much specific as if it had been a devise of the land by the most accurate description. *Id certum est quod reddi potest.* Residue under this rule meant such estates as the testator then had, and were not previously named. For the same reason a residuary devise of land did not include lapsed devises; for, being specific, it could not be so enlarged. In short, a residuary devise of lands was to all intents specific even in respect to its relative

* Since the above was in type some letters on the subject have appeared in the *Times*, following the same line as this article.

liability to debts in the administration of testamentary assets.

As specific devises do not abate upon a deficiency of assets, it became important, upon the passing of the 1 Vict. c. 26, to determine whether residuary devises of land were still specific, or whether the Wills Act had directly or indirectly assimilated them, with respect to this point, to residuary devises of personalty. This very important and difficult question was decided in the latter way by Vice-Chancellor Kindersley in *Dady* v. *Hartridge*, 6 W. R. 834. The Wills Act itself, by express provisions, gave to a residuary devise of realty some of the qualities of residuary personalty by making it comprise lapsed devises and new acquisitions. Upon this analogy his Honour wished to carry out what he conceived to be the principle of the Act by assimilating the law of realty and personalty as much as possible. It seems to us, however, that even if the Act had merely directed a will of land to speak from the death of the testator, and had not referred to the case of a lapsed or void devise, it would, nevertheless, follow necessarily that a residuary devise of land should be no longer considered as specific. It no longer depended upon an enactment whose express terms had alone previously led to its being held specific; and *cessante ratione cessat ipsa lex*. Upon every ground, therefore, both of principle and analogy, the Vice-Chancellor's decision in *Dady* v. *Hartridge* seems to be unimpeachable. It has been since followed by the Master of the Rolls in *Rotheram* v. *Rotheram*, 26 Beav. 465; and the reasoning of Lord Cottenham in *Mirehouse* v. *Scaife*, 2 Myl. & Cr. 706, is strictly in favour of the same construction. For the testator now does not know precisely what estates a residuary devise will comprise. Against these distinguished authorities, however, we find on the opposite side Vice-Chancellor Knight-Bruce, in *Emuss* v. *Smith*, 2 De G. & Sm. 735; Vice-Chancellor Wood, in *Edwards* v. *Hugh*, 2 Jarm. on Wills, 527; and Vice-Chancellor Stuart is also on this latter side. Of this question it may consequently be still said—*Grammatici certant, et adhuc sub judice lis est*. The balance of reasoning, however, appears to us to be on the side of Vice-Chancellor Kindersley.

As, then, a residuary devise of real estate, since the Wills Act, may probably be considered chargeable with the testator's debts in priority to land specifically devised, the difficult questions of construction which have sometimes arisen under Locke King's Act, 17 & 18 Vict. c. 113, in cases where a testator has specifically devised land subject to a mortgage, and appears to have intended to exonerate it either expressly or by implication, *quoad* the personalty or some portion of the real assets, will not improbably arise in the case of such residuary devises also. And this has actually occurred in the principal case. The object of Locke King's Act was just to reverse the old rule of exoneration, which permitted the heir or devisee of a mortgaged estate to have the mortgage debt paid out of the personalty. The Act compels the heir or devisee now to take the estate *cum onere*. But, as the intention of the testator could, if distinctly declared, override the old rule of exoneration, so, also, the Act directs that an intention contrary to its provisions is now to prevail. Whatever words were sufficient to indicate a contrary intention before the Act, as respected the personalty, ought, one should think, equally indicate a contrary intention as respects the realty since the Act. And this was the principle acted upon by Lord Campbell, in *Woolstencroft* v. *Woolstencroft*, 9 W. R. 42, who held, reversing a decision of Vice-Chancellor Stuart (reported 2 Giff. 192, 29 L. J. Ch. 511),, that since the Act as clear an intention to exonerate the mortgaged land is required as would be necessary to exempt the personalty from its primary liability to pay other debts. Although Lord Campbell has been one of the most philosophic of law reformers, as well as profoundly versed in the principles and *minutiæ* of the common law, yet we cannot think his decision characterised by a great regard either to the genius or history of our common law. For in this case the Lord Chancellor insisted on applying to a novel state of facts the converse of a rule which originated in the feudal preference of heirs to executors. But though the ruling of Sir John Stuart was, we think, unimpeachable in point of sense and principle, nevertheless the decision of the Lord Chancellor has been followed by other judges, as, for instance, in *Stone* v. *Parker*, 1 Dr. & Sm. 212; *Townshend* v. *Mostyn*, 26 Beav. 72, 76; and *Smith* v. *Smith*, 10 Ir. Ch. Rep. 89, 98.

Owing to this contest of judicial decisions, every new case that turns upon the construction of the Act is of the utmost importance. Indeed, there can be no certain opinion formed whether the opinion of Lord Campbell or Vice-Chancellor Stuart shall finally prevail, until the puzzle is solved by the House of Lords, or, what would be better, by a short explanatory statute, stating the rule of construction to be observed in expounding the Act. It must be added, in justice to Lord Campbell's opinion, that the policy of the Act has been very strictly enforced in every respect, for in *Dacre* v. *Patrikson*, 1 Dr. & Sm. 186, 190, it was held that the heir must bear the burden of the mortgage, although the bequest of the personalty is void. And it has been also held that neither the fact of the mortgage being of prior date, nor of the personalty having been bequeathed by a will of prior date (*Piper* v. *Piper*, 1 J. & H. 91; *Power* v. *Power*, 8 Ir. Ch. Rep. 340) will exonerate the heir by force of the provision in the Act that nothing therein contained shall affect the rights of any person claiming under any will, deed, or document of prior date. Lord Campbell, therefore, is not, strictly speaking, alone in his glory.

It is altogether immaterial to the profession whether the theory of Vice-Chancellor Stuart or that of Lord Campbell will ultimately prevail, for either view can be elucidated by a host of decisions under the old law. It is the present transition state which is so embarrassing. The current of authority, including the decision in the principal case, inclines to support the view of the Lord Chancellor.

A testator bequeathed his chattels to his wife, and also devised her a house and garden in fee, and declared that his personalty should be liable to the payment of all his debts. He then devised all his remaining real estate to trustees upon certain trusts. The personalty was insufficient; and the realty given to the wife, as well as the other real estate, was subject to mortgages. The question in the case was whether the realty given to the wife was exonerated from the mortgage. Vice-Chancellor Kindersley held that there was an exoneration, but only to the extent of the personalty. His Honour admitted that if Locke King's Act did not stand in the way, the devise of the residuary realty would have been liable to the mortgage debts before the specific devise of the wife could have been reached, according to the doctrine in *Dady* v. *Hartridge*, but he held that upon the construction of the Act and of the will, this order of administration could not be pursued in the principal case.

Even assuming that the Vice-Chancellor adopted the doctrine laid down by Lord Campbell in *Woolstencroft* v. *Woolstencroft*, to its entire extent, yet, we think, he pushed that rule further than the analogy of the rules respecting the exoneration of personalty warrant. It requires, indeed, very strong language to exonerate the personalty from its primary liability for debts; and, accordingly, neither a general charge of debts upon the realty can accomplish this (*Walker* v. *Hardwicke*, 1 Myl. & K. 396), nor an express devise of the realty, in trust to pay debts: *Mead* v. *Hide*, 2 Vern. 120. But if the legacy is specific, it seems that it will be now (contrary, indeed, to the earlier decisions) held to be as much favoured as a specific devise of realty, and ranks in administration as of the same order: *Long* v. *Short*, 1 P. Wms. 403; *Gervis* v. *Gervis*, 14 Sim. 54, overruling *Cornewall* v. *Cornewall*, 12 Sim. 298. On the whole, there was much reason for considering that the testator, if he intended the specific devise to the wife to be

exonerated *quoad* the general personalty, also intended it to be exonerated in respect of the residuary realty; for Locke King's Act merely imports a *primâ facie* liability on the mortgaged realty, such as the personalty is always subject to. The Vice-Chancellor's ruling in the principal case thus tends to extend the scope of Locke King's Act to a case where, in our opinion, the terms of the will did "indicate a contrary intention."

REVIEWS.

The Law of Trade Marks, with some account of its History and Development in the Decisions of the Courts of Law and Equity. By EDWARD LLOYD, Lincoln's-inn, Barrister-at-Law. Second Edition. London: 59, Carey-street, Lincoln's-inn. 1865.

A second edition of Mr. Lloyd's book on Trade Marks is welcome at this time. If we were to select our law books on the same principle as that on which the Vicar of Wakefield chose his wife, and she her wedding gown, not because of a pretensious appearance, but for real worth, this very thoughtful and useful little book would be in the hands of every lawyer. The instances of the exercise of the jurisdiction of the Court of Chancery in cases of the infringement of trade marks are numerous, and although perhaps, for reasons which we will state, they have somewhat declined since the passing of the Merchandise Marks Act, they will still continue to be considerable. The Merchandise Marks Act makes the fraudulent imitation of a trade mark a misdemeanour. Mr. Lloyd observes that, "it does not seem probable that this Act will come into very general use, owing to the difficulty of proving a fraudulent intention so clearly as to induce a Court to allow the operation of a highly penal enactment, solely for the protection of property." It is quite probable that there will not be many *convictions* under the Act, but the Act may still become of very general use, as we believe has already been the case, in checking fraudulent imitations of trade marks by the fear of the criminal consequences which may ensue. The best criminal code would be that which should so operate upon the consciences of citizens as to prevent the crimes it was devised to punish. The absence of convictions under the Merchandise Marks Act does not then, we think, lead to the conclusion that the Act has been useless. Such absence, if coupled with a decrease of trade marks cases in chancery, would go far to prove that its purpose has been attained.

Mr. Lloyd has some valuable observations upon the law of foreign countries upon the subject of trade marks. America has been always on a footing with, if not ahead of, us, in protecting the rights of proprietors of trade marks; 'proceeding upon the broad principle that whoever attempts to pirate the goodwill of another, does, in fact, interfere with the property of the latter, and renders himself liable to proceedings at law and equity. The offence has not yet, we believe, been made criminal by the American law. It is so in France. Since the Commercial Treaty of 1861, reciprocal rights have been acquired between France, Belgium, and England, with respect to the protection of trade marks. The French and Belgian codes require certain formalities to be complied with, as a sort of registration, before proceedings can be taken to restrain or punish the piracy. Mr. Lloyd mentions a case decided by the Court of Cassation at Paris, in May of last year, to the effect that if, before an Englishman had, by observing the requisite formalities, qualified himself to sue in the French Courts to restrain a piracy, some person had pirated his name and mark, this (we suppose upon some principle of construction analogous to that of publication prevailing in the patent laws) gave the public a right to use it, and prevented the foreigner, after he had complied with the formalities, from restraining its use. We agree with Mr. Lloyd that "however consistent this may be with a logical interpretation of the letter of the law, it is certainly not in accordance with equity, that a manufacturer should be defrauded of the exclusive right to his trade mark because the using of it has been fraudulently usurped by others at a time when he had no power to assert that right." It is probable, however, that a similar decision would have been arrived at on the common law side of Westminster Hall, although the Court of Chancery would doubtless have looked more into the equity of the case. The decision of the French court shows how even the Codé Napoleon, founded upon the pure principles of the Roman law, and very perfect in its way, may become as inflexible a chain about the necks of the judges as our own statute law.

We have observed that a system of registration of trade marks prevails in France and Belgium. There is a prevalent impression that our law also requires their registration. The words "registered trade mark" are frequently printed upon trade labels. The error has, we believe, arisen out of the practice which undoubtedly prevails here of registering at Stationer's Hall *as copyright* trade labels and puffing advertisements. This registration is supposed to afford a protection, but, in truth, it affords none. The whole jurisdiction to prevent the piracy of trade names and marks depends upon the equity arising from the appropriation by an unauthorized person of a name or mark which has become notorious as designating the goods of another. We echo Mr. Lloyd's desire for the establishment of a proper registration of trade marks in England. It would greatly facilitate the protection given by the law in such cases.

The two best chapters in this book are "on the nature and origin of the right to use a trade mark," and "on the right to an injunction." They deserve careful reading. It is, perhaps, to be regretted that the publication of this edition was not delayed so as to have admitted the substance of the important judgments of Lord Cranworth and Lord Kingsdown, in the House of Lords, in the case of *The Leather Cloth Company* v. *American Leather Cloth Company*, 13 W. R. 873, in which the decision of Lord Chancellor Westbury was affirmed. Lord Kingsdown's judgment contains a most valuable summary of the whole law on the subject, and his remarks will be found to accord generally with the views expressed by Mr. Lloyd throughout his book. The principles upon which the Court interferes are that a man has no right to put off his goods for sale as the goods of a rival trader; that a manufacturer may mark his own manufacture by a symbol, and if such symbol comes by use to be recognized in trade as the mark of the goods of a particular person, no other trader has a right to stamp it upon his goods of a similar description; but that no person will be entitled to relief who makes statements as to the article sold which are, however palpably, untrue. This decision does not support, though it does not directly overrule, the judgment of Vice-Chancellor Wood in *Edelsten* v. *Vick*, 11 Hare, 78, that it was not improper to represent as patented an article which had once been patented although the patent had expired, and Lord Kingsdown goes so far as to say that he should have great difficulty in assenting to the distinction between the immorality of this case and of that of puffing an article as patented which had never been patented at all. We hardly like to suggest an omission in a book which shows so much care, but we would recommend Mr. Lloyd to add to his chapter on fancy names in his next edition, which we hope will soon be called for, the case of *Braham* v. *Bustard* (V.C.W.) 11 W. R. 1061, 1 H. & M. 447, where the name of "the Excelsior White Soft Soap," which had become notorious as applied to a new article in the trade, was protected. We do not find that he has noticed this case.

English Landed Title: its Safest and Best Reform; with Observations on the recent Transfer of Land Act. By J. KENNEDY, late Administrator-General, British Guiana. London: Longmans, Green, & Co. 1865.

Mr. Kennedy explains the authorship of this volume by the fact that since "no disinterested person would hesitate to denounce the system of English conveyancing as a very injurious and a very foolish one, and, seeing that the system has been flourishing for centuries, and has afforded practice to lawyers who have betrayed so little anxiety to publish its errors, and so little energy in taking steps for effectual reform, it is surely proper that unprofessional intelligence should be brought to bear upon it." Now it may be readily conceded that the majority of workers under a system are hardly likely to become its reformers; but it does not, therefore, follow that not to have learnt how to use an instrument is the true way to learn how to improve it, and we dare to prophecy that the changes in conveyancing which this and the next generation appear likely to witness, will be initiated by professional legists, and meet with the most violent opposition from lay landholders.

We are far, however, from wishing to warn off non-professional thinkers from legal researches as from a species of strictly preserved hunting-grounds. They do good even by the naive horror they express on stumbling upon these

crevasses, as it were, in the system, to which use and acquired acumen has so habituated practitioners that they leap instinctively over difficulties which are the death of amateurs. The censures so freely lavished by non-professional critics on legal subtleties proceed generally from neglect to trace the history of our law through its many gradual stages, or to make account for the complications incident to a highly artificial social state, added to those due to the caprices of English landowners, as a class more tenacious of their rights of property, and more determined to exercise them, in death as well as in life, than any rank the world has seen; but, however unjust are personal attacks on the profession, as though the numerous legal artifices had been devised for their own sake, instead of being simply means to an end, they may be of use as reminding members of it, what certainly they are too apt to forget, that the scaffolding should not be kept standing after the house is built.

Mr. Kennedy thinks the equitable doctrine of notice, and secrecy in conveyancing, the two chief sources of the evils in conveyancing, and the simple remedy for all these evils to be a record of assurances. In reviewing in an interesting summary the various modes of registration in use in Europe and America, he finds that "everywhere the registry system gives security and safety to title, and is associated with simple and inexpensive forms of deeds;" everywhere, that is, except in England. Now, if the system had never been tried here, the fact might have been ascribed to mere inexperience of its merits; if it had been tried and disapproved, the disapproval might have been attributed to persevering prejudice on the part of the patients; but, seeing that it has been not merely tried, but approved, and that not in Ireland and Scotland only, but, as Mr. Kennedy informs us, cordially in Yorkshire also, and that, nevertheless, the English counties generally have not betrayed the faintest desire to partake in its benefits, it looks ill for the future of registration schemes in this kingdom. We must, however, add that our own experience of the working of the system in Middlesex does not incline us to be very warm advocates for its extension to counties as yet unblest therewith.

Commissioners' reports in 1831 and 1850 had recommended a general register of assurances. Not so the Commission of 1854. *That* objected that such a measure would not simplify title or shorten instruments; that these would come rolling in at the unmanageable yearly rate of 300,000, a chaos to search which would be hopeless; that registration would enhance the difficulty of raising loans by deposit of deeds; and that it would open the way to unnecessary disclosures of private affairs. But what most afflicts the advocates of a registry for assurances is, that the Commissioners did not merely inveigh against such a registry, but that they proposed, and were the means of procuring, the establishment of one on a contrary principle. To resist a reform is bad enough; but to initiate a reform in a different direction is more cruel still. Accordingly, Mr. Kennedy, who sees no force in the Commissioners' arguments against registration of assurances, attacks with considerable vehemence the Lands Transfer Act of 1862, which embodies their adopted principle of *Registration of Title*. He accuses it of being bold to recklessness and pliant to pusillanimity. It is, he says, inferior in philosophical scope to Mr. Wilson's scheme for a gradual but certain conversion of the ordnance maps, when completed (Lord St. Leonard's computes, by the bye, the cost of proper maps for registration purposes at two millions at the least), into a record of title. He even charges it with a sort of treason to the report of 1857, which it might have been supposed intended to carry out. The report had recommended that the registrar's authority should be purely ministerial, not judicial; that land, when once voluntarily put upon the register, should not be allowed to be removed from it (Mr. Kennedy thinks that "no merely permissive reform of abuses can ever prosper"); and that compensation should be paid from the Treasury to any person who should in due time establish his claim to any estate, the title to which had been registered with warranted ownership. In all three points the Act of 1862 differs from the report.

But, in fact, Mr. Kennedy finds nothing tolerable about the measure, unless, perhaps, the probability that it will never be sufficiently accepted, except by speculative builders, to do much harm (though he makes it a separate article of indictment against it that, at its present rate of progression for its first two years of existence, which is oddly assumed to be, therefore, the normal rate, it would be about four centuries before all the landed interest would be brought under it). In one point, indeed, he appears to allow that it may tend to accomplish what is expected of it; but that, viz., the facilities it may afford for making land as easy to sell as stock, is its greatest offence in his eyes. He does not see what right squires and yeomen can have to meddle with trade and speculation. There seems to him to be something near akin to guilt in wishing to convert fixed capital such as land into floating capital. If by any strange chance a landowner wants to borrow money, let him do it with the solemnity of a man who is conscious he is never going to pay (for Mr. Kennedy takes some trouble to show that an estate once in mortgage is always in mortgage). But this Act is the inauguration of land debentures and land banks, and, under its machinery, old family estates, in the shape of a paper land certificate, are to be "flourished on a race stand or staked upon a gambling table;" nay, it is the foster mother of deteriorated agriculture and diminished national wealth, for (we fail to see the links in the argument) "in regard to the advantage acquired by the landholder (from land debentures), any one can form a judgment by comparing the agriculture of those parts of Germany (where they have been in vogue for the last few years) with those of England, and the wealth of the German owners with that of the English proprietors."

Mr. Kennedy's estimate of the extent of fraud and injustice to which the Land Transfer Act is to expose English estates, as soon as it becomes popularly recognized, is certainly alarming. Uniform exactness in the exercise of the functions committed to the Registrar would seem, he says, to require in him, and, in fact, in all the hundreds of his subordinates who will be required under a system by which virtually all the conveyancing of the country would be conducted, "qualities higher than mere humanity possesses, perfect watchfulness, perfect knowledge of law, and unflagging industry." A single moment of easiness on the part of any of these officials, in recording a title, with a flaw in it, as marketable, will be infinitely more ruinous than a mistake on the part of one or several of the judges of the land, for, while the latter would decide only upon the *probable* soundness of the title, if the Registrar's opinion be unchallenged, "after a brief advertisement the title becomes, on passing to a subsequent purchaser or mortgagee, indefeasible." And if the Registrar have done his part with superhuman accuracy, it may be all useless to the luckless remainderman who shall have omitted for a few days during his three months' grace to read over every legal advertisement in the *Times*. Then, too, the courts will be crowded with suitors with claims the most shadowy: for, take time to reflect on your rights and they are gone. And even the grosser forms of fraud and forgery are to become rampant. What is to hinder "A., possessing B.'s certificate, going to the office and representing himself as B., and transferring the property by forging B.'s name to a purchaser for value, ignorant of the fraud?" It may be objected that it is the rarest thing in the world to hear of losses of stock in this way; but then, argues Mr. Kennedy, stock transactions are usually conducted through the highly respectable class of stockbrokers, whereas "part of the bearing of this system is to dispense with solicitors." Again, object the 8364 parliamentary titles, granted, without reproach, under an analogous procedure, by the Irish Incumbered Estates Court, and you are met by the argument that that Court had for its right hand the Irish registration system, and was, in fact, far less rapid in its proceedings than this new one is to be. Besides, we are told that we cannot tell yet what injury may not have been done even by the Irish Court.

With a measure thus bristling with defects, and which is alleged not even to have the merit of cheapness, Mr. Kennedy has, of course, a scheme of his own to contrast. These are its heads: a preliminary statute to be passed for shortening the forms of deeds, as in Scotland; the conveyance to contain a sufficient description of the property to establish identity, such description to be appended to any subsequent new description which circumstances should necessitate; the conveyance also to contain an explanation of the manner in which the maker of the deed acquired his title, by naming the conveyance under which he claimed, and referring to it as recorded; instruments to be copied in the register *verbatim et literatim*, if not executed in duplicate; not to be recorded unless on proof of due execution and the identity of the parties; none to be recorded except those purporting to convey, burden, or release the legal estate, or any limitation of it; equitable claims, written or verbal, and whether with or without notice, not to affect a mortgagee or

purchaser for valuable consideration, but to be capable of being protected, like stock, by a *distringas*; acquisition by descent to be recorded with an official declaration of the heir's title to the property, and the property to be described by reference to the last recorded description, where a general devise by will the proved connection of the devise with some particular property to be stated on the register; priority to be reckoned from the date of record; the time for recording to be limited in order to prevent forgery; the doctrine of notice to be excluded; the Registrar's functions to be merely ministerial, and registration to confer no right beyond what the maker of a deed could convey; mortgagees not to have the legal estate, but to have powers of sale; the record to be open to all (it being Mr. Kennedy's opinion that "no honest man can be injured by the possibility of his transactions with land becoming known," and that, we presume, therefore, any prejudice on a man's part as to being himself the best judge of this should be ignored as a foible); easements created by writing, leases for more than three years, and interruptions of the period assigned for limiting the right of action to be recorded; the system not to be retrospective, but all proprietors to be allowed to record a copy of the last step in their title, the time to run on from the date of such record; the kingdom to be divided into district registries sufficiently numerous to prevent any one from being choked with accumulating deeds; instruments to be classified in the register under counties and parishes, and various other means to be provided for facilitating searches.

Mr. Kennedy believes that, if such a measure were made law, all titles would soon become unchallengeable; that they would be protected from the action of fraud and forgery, be inalienable except by the owner's free will, and the evidences of them be secured; and that conveyancing forms would become short and simple. Not merely would the measure be self-supporting, and not cost the Treasury a farthing, which is nothing, but it would cost each landowner registering not more than £2, and perhaps only 5s., which is much. Mr. Kennedy confesses that he has heard of a search in the Middlesex registry costing £200, and that one in the Irish might cost £5,000; but as he informs us that he is at a loss to know what is the cause of this, we must hope that this mysterious and invisible contagion of costliness would not gradually steal into his more methodical archives.

But Mr. Kennedy gives us the hope that if we object to any untried scheme, or if we hanker after a registration of title, we yet have an alternative. The old Dutch system of British Guiana, which combines a registration of assurances with registration of title is very much at our service. One might object that, apart from the right, which the ex-Administrator himself considers inconvenient, possessed by creditors even on an open account, of stopping a sale of land without proof of their debt, it might be alien to a country gentleman's feelings to have to go into open Court before a judge before executing a mortgage or sale; but as we have it on authority that the Guiana procedure is "a system, with a few defects, the most perfect in the world," we must not look for specks in the sun.

Mr. Kennedy has not persuaded us that his scheme is the panacea for the defects he finds in the present system of conveyancing; but he has accumulated a great deal of information and arranged it in a very readable form. It is clear that whether or not his essay have the effect of demonstrating to the legal world the gross and wilful darkness in which, according to him, they ply their tools, he has gained by his chase after their errors some very valuable information for himself.

Chitty's Statutes of Practical Utility. Third edition. By W. N. Welsby and E. Beavan, Barristers-at-Law. 4 vols. London: Sweet; Stevens & Son. 1865.

There are some works in the department of art, so stupendous in their proportions that the first emotion in the mind of a person who beholds them is one of unqualified amazement that they should ever have been achieved by merely human industry. They appeal powerfully to the imagination by mere magnitude, and neither symmetry of form nor harmony of colour contribute anything to their impressiveness. And occasionally in literature we meet with similar monuments of perseverance. Dr. Johnson's Dictionary, for instance, or Lord St. Leonard's Vendors and Purchasers, every line of the thousand pages of which, he tells us, was written by his own hand, may illustrate our meaning. In this new edition of Chitty's Statutes we are furnished with another signal example of the triumph of ability and hard work over extraordinary difficulties. The four volumes which have been produced under the auspices of Messrs. Beavan and Welsby, contain in all five thousand seven hundred and six pages. Unfortunately Mr. Welsby died before the completion of his labours, but the surviving editor has nevertheless been able, with the assistance of Messrs. Lefroy, Coxon, Holroyd, Bruce, Thompson, and Gardiner, to perform the duties of his deceased colleague, as well as his own, in an eminently satisfactory manner.

To consolidate all the statutes from Magna Charta downwards is, in fact, to codify English law. Although every case decided at Westminster or in the Court of Chancery adds something to the body of legal principles which govern us, it is nevertheless true that legislation is now the only means whereby our law is appreciably extended. Legal fictions have almost entirely vanished. John Doe and Richard Doe have gone to join Taltarum and Crogate. Then, again, equity, the second great instrument by which old forms are fitted to new circumstances, has crystalized into a system. Since the time of Lord Eldon the Vice-Chancellors have found themselves as much fettered by precedent as the common law judges. To actual legislation alone, therefore, we must look for the law reforms of the future. Hence arises the importance of a work like "Chitty's Statutes." We there can see what has been done, and in some measure judge what remains to be done. And such a book becomes doubly valuable when the information it contains is classified, as in the present case, under distinct heads, and when every judicial explanation of an ambiguous Act of Parliament is given, in addition to the words of the Act itself. Human skill cannot, it would seem, always frame words which shall necessarily bear but one meaning. Some Acts, of course, are better drawn than others. The celebrated Fines and Recoveries Act (3 & 4 Will. 4, c. 74) is a conspicuous specimen of the draftman's ability. Generally speaking, however, there is scarcely a single statute which does not contain many sections capable of double, or even of manifold, interpretations. It is, indeed, hardly an exaggeration to assert that one half of the cases decided in our courts in the course of a year turn, in a greater or less degree, on the language of Acts of Parliament, and it is, of course, indispensable to the practising lawyer that he should be master, not only of the words of a particular statute, but also of the authoritative exposition of them. His wants are in both respects met by Messrs. Beavan & Welsby, who have not been content with merely collecting the statute law for his use. Each Act is annotated in the most elaborate manner. The decisions of the judges, up to the moment of going to press, are given in notes to the text, and thus a double value is conferred upon the book. We shall presently select some examples of the mode in which the learned editors have accomplished their arduous task, but before we do so, we would desire to draw our readers' attention to some brief observations on the progress of legislation in England.

The last fifty years have been pre-eminently years of a reforming era. In politics, society, and law, the "schoolmaster" has been abroad. Old things have passed away, and with railroad rapidity have been replaced by new. An Englishman of the age of William the Conqueror would recognise the England of 1800 more easily than an Englishman of 1800 would recognize the England of to-day. The very physical aspect of the country has been transformed. But no changes have been more remarkable than those made in the department of law. That venerable system of technicalities, which, in the eyes of Lord Ellenborough, was the "perfection of reason," has vanished for ever. The one hundred and sixty offences, which, when Blackstone wrote, were punishable with instant death, are happily reduced to one. In criminal law humanity has mitigated the draconic code under which Englishmen groaned in the eighteenth century, and in civil procedure common sense has substituted scientific simplicity for unscientific and cumbrous forms. The persistent efforts of Sir Samuel Romilly were crowned with success in 1829, and so effectually did he remodel our system of criminal jurisprudence that in the consolidation statutes of 1861 it was not found necessary to add anything very material to the result of his labours. In the Civil Department the years 1832-3 and 1852 may be singled out as conspicuous for legislative activity. To the exertions of reformers in the former years we owe the Statute of Limitations (3 & 4 Will. 4, c. 27), the Act for the Abolition of Fines and Recoveries (c. 74), the Dower Act (c. 105), and the Prescription Act (2 & 3 Will. 4, c 71). By the first of these statutes, moreover (section 36), a whole

host of "real" actions were extinguished, and the way was paved for further improvements in practice and procedure. It may be observed, also, that in 1834, in pursuance of the provisions of a statute of the previous session, the common law judges framed new rules as to pleading, &c., which were a decided advance upon the old system, and facilitated in many respects the administration of justice.

The abolition of real actions, the very names of many of which have already been entirely forgotten, and the amendment in the rules of practice and pleading at Westminster, awakened men's minds to the fact that judicial procedure in England was far from being perfect. Commissioners were appointed to inquire whether it could not be still further amended, and the Common Law Procedure Act of 1852 (15 & 16 Vict. c. 76), and the Chancery Amendment Act of 1852 (15 & 16 Vict. c. 86), were the result of their report. We need not enlarge on the utility of these admirable measures. They have since been supplemented by additional Acts of Parliament, among which the Common Law Procedure Act of 1854 (17 & 18 Vict. c. 125), is conspicuous. That statute was a large step towards the fusion of law and equity so earnestly desired by Lord Westbury. Is it to be followed by more steps in the same direction? If the task be undertaken by Lord Westbury and those of his type of thought on this question, we wish it every success, but we earnestly deprecate any efforts at "fusion" conducted after the fashion of the late Lord Chancellor Campbell.

The extraordinary legal changes, of which the Acts to which we have referred are specimens, have of course made the preparation of this new edition of "Chitty's Statutes," an unusually laborious task. The last edition was published in 1851, and there were, therefore, fourteen years of busy legislation to be noted up, and a host of new cases both upon the more recent and the older enactments to be added. We shall show in a future article in how successful a manner Messrs. Beavan & Welsby have competed with difficulties which, to men of less learning and industry, must have proved insurmountable.

(To be continued.)

COURTS.

COURT OF CHANCERY.

(Before Vice-Chancellor KINDERSLEY.)

Nov. 14. — *In re Wilson's trusts; Ex parte Shaw.*— In this case a question was raised as to a sum of £2,500, which had been paid into court under the Trustee Relief Act, as part of the estate of John Wilson. The testator gave the moiety of the residue of his property to his great niece, E. M. Hickson, and her children. E. M. Hickson, being under age, eloped with a man named Buxton, and was married, but was recovered by her friends on returning from the church. Buxton was tried and convicted for abduction, and imprisoned for three years. Seven years afterwards Buxton was sued, being in Scotland, for a divorce, and a decree was made. E. M. Hickson then married in Edinburgh, according to the rites of the Established Church, a Mr. J. Shaw, a member of the Scotch bar, settled in Edinburgh. She remained there till her death in 1852. She had three children, two daughters and a son. She received the income under the will of the testator till her death. The question then arose as to who was entitled to the *corpus*. There were two petitions, one by the children of Mrs. Shaw. This was opposed on the ground that the Scotch court had no jurisdiction to annul an English marriage.

Mr. *Anderson* Q.C., and Mr. *A. Smith* appeared for the children of Mrs. Shaw; *Sir H. Cairns* Q.C., and Mr. *G. Colt, contrâ*; Mr. *Renshaw*, and Mr. *Melville*, and Mr. *C. Russell*, appeared for other parties.

The VICE-CHANCELLOR reserved judgment.

COURT OF QUEEN'S BENCH.

Nov. 11.—*Dearden (Appellant)* v. *Townsend (Respondent).* —*Important to Railway Travellers.*—This was a case of some considerable importance to railway travellers, and it came before the Court on a case stated by magistrates, the railway company having appealed against their decision. The respondent was summoned before district justices, charged with refusal to deliver up his ticket under the following circumstances:—Between Salford and Newchurch there is a station called Ewood Bridge, from which last-mentioned station the company have been in the habit of issuing return tickets at reduced fares to Salford and back. The respondent took a first-class return ticket from Ewood Bridge to Salford. Upon the return journey, instead of alighting at Ewood Bridge, and delivering up his return ticket, he went on to Newchurch, without re-booking or obtaining a fresh ticket, or the leave of any of the company's officers. No demand was made upon him to deliver up his ticket. On the arrival of the train at Newchurch the respondent handed to the company's servant his return ticket to Ewood Bridge, and tendered him in addition the full local fare charged by the company for the conveyance of first-class passengers between Ewood Bridge and Newchurch, but the same was refused. The company's servant than demanded the fare from Salford, from which place the train had originally started; but the respondent refused to pay it. The magistrates dismissed the complaint.

Mr. *Gray*, Q.C., appeared for the appellant, and urged at considerable length that the decision was wrong. If he had no intention to defraud, and omitted to take his ticket from forgetfulness, he would still come within the bye-law. It was never intended to throw on the railway company the onus of ascertaining whether in every case of a person travelling without a ticket there is an intention to defraud.

Mr. *Mellish*, Q.C., on the other side, submitted that the bye-law did not bear the construction put upon it by Mr. Gray, and that if it did it was a bad law, and "with intention to evade payment," was essential to the recovery of a penalty under the bye-laws. The bye-law did not apply to a man who was travelling without a ticket, but to a man who had a ticket and would not take the trouble or refused to produce it. A sleepy passenger, or one who did not wish to unbutton his coat and search in his pockets, might perhaps decline to produce his ticket if there was no compulsion in the matter, and it was to meet a case of this kind that the bye-law had been framed.

Mr. *Gray*, in reply, said that unless the construction he contended for was correct, railway companies would not have the protection which the bye-laws intended to give them.

The LORD CHIEF JUSTICE said that these bye-laws would be endangered by a shabby proceeding like this. If they came to be scanned narrowly they might be open to much criticism. It was not wise to enforce them in a case where one's moral sense was outraged by the proceedings taken.

At the conclusion of the arguments,

The LORD CHIEF JUSTICE, in giving judgment, said he was of opinion that the decision of the magistrates was right, and that the case was one in which no penalty was inflicted by law, it being perfectly clear, on the facts, that the gentleman against whom the charge was preferred was perfectly innocent of any intention to defraud the company. He did not think that this case came within the meaning of the bye-law. If so he was prepared to hold that it was a bad bye-law, being repugnant to the Act of Parliament which empowered them to make bye-laws, because the Act in express terms made the intention to evade the gist of the offence and an essential ingredient in constituting it. Therefore, if a railway company in making bye-laws under the Act took upon themselves to strike out a circumstance so material as the intention of the party proceeded against, they were altering the enactment of the Legislature which constituted the offence, and were legislating themselves in a way repugnant to its provisions.

The other learned judges concurred.

Judgment for the respondent.

Sittings in Banco.—(Before Justices MELLOR, SHEE, and LUSH.)

Nov. 16.—The Lord Chief Justice was absent from indisposition.

The case of Charlotte Winsor.—At the sitting of the Court this morning,

Mr. *Hannen* said—I believe, in the case of Charlotte Windsor, that the Court intimated their wish that it should be mentioned this morning.

Mr. Justice MELLOR.—We understood yesterday that the Crown had given notice of its intention to apply for some amendments in the record, and we thought it would be better that we should know what amendments were required to be made on both sides.

Mr. *Hannen*.—May I state the amendment required by the Crown? The amendments have been submitted to the learned judge whose return it is, and have Mr. Baron

Channell's approval. The return on the record stands "that of divers other good causes moving the Court here in this behalf, the Court doth here altogether discharge the jury," leaving it in some degree of uncertainty as to what the cause may be. The Crown proposes to strike out the words I have read, and to insert "because it manifestly appears to the said justices that for the reasons and causes aforesaid it is necessary to discharge the jury, and that we decide it is necessary, and on such necessity discharge them." I therefore move to amend it in conformity with the words I have read.

Mr. Justice SHEE.—Does it show any other necessity but convenience? It may be contended on the other side that there was no necessity for discharging the jury, and that the jury ought not to have been discharged.

Mr. *Hannen.*—We do not wish to exclude them from any such contention. It would be still open to them to argue that no necessity existed. The proposed amendments on the other side are all in the nature of statements of facts said to be necessary for the purpose of raising the question. Now of course there would not be the slightest difficulty on the part of the Crown in assenting to them, but it is to be remembered that the record is the return of the learned judge, and whatever alterations are made in the statement of facts, they should be made with the consent of the learned judge. I therefore think the proper course to pursue is to submit the suggestions to Mr. Baron Channell, and obtain his assent to them.

Mr. Justice SHEE.—Surely this is a matter we cannot interfere in without the assent of Mr. Baron Channell, whose return it is. We have no wish to shut Mr. Folkard out of anything he can seriously argue on the writ of error. Mr. Folkard must have every benefit from the presumption that all the proceedings were regular on the first trial down to the time of the discharge of the jury. I have no doubt that Mr. Baron Channell, from the pressing nature of the case, will give you an immediate appointment, and that any matter of fact which he thinks will make the record more correct, he will agree to it and give effect to it.

The Solicitor-General on the part of the Crown.—If Mr. Folkard will submit his suggestions to Mr. Baron Channell, and if the learned baron approves of them, I shall have no objection to agree to them.

Mr. *Folkard.*—I have no objection to go before Mr. Baron Channell, but the motion on behalf of the Crown is such a serious one, and altogether so unusual a one to be made by the Crown, that I am not prepared at this moment to assent to it.

Mr. Justice MELLOR.—Don't misunderstand the Court. We do not say we shall give effect to it because Mr. Baron Channell agrees to it, but we shall consider whether the proposed amendments are such as we think should be made. As to any uncertainty on the record you may take the advantage of the trial being properly conducted up to a certain point, but we ought to see that no legal objection can result from the mode of stating what occurred with regard to the discharge of the jury.

Mr. *Folkard.*—There is no precedent for amending a record on the application of the Crown that has been returned to this court. They have been amended on the application of prisoners, but not on behalf of the Crown.

Mr. Justice MELLOR.—Surely you do not mean to say that the Crown is precluded from making an amendment, and that a prisoner is not.

Mr. *Folkard.*—There is no precedent for it, and I also think the record cannot be altered from the judge's recollection but only from his notes.

Mr. Justice MELLOR.—A judge's notes are only something with which to refresh his memory. It is for the learned baron to determine how far he is satisfied that what did occur is on the record. We cannot give any more credit to the judge's notes other than a means of refreshing his memory.

Just before the rising of the Court Mr. Hannen and Mr. Folkard came in and informed their Lordships that Mr. Baron Channell had heard what they had to say, and had assented to the amendments, and had authorised the clerk of assize to make them, with their Lordships concurrence.

The COURT assented, and the alterations were accordingly made.

No day was named for taking the arguments, but it must be done in the course of next week, as term ends this day week, and the convict's respite expires on the 27th inst.

COURT OF COMMON PLEAS.

(Sittings in Banco before Lord Chief Justice ERLE, Justices WILLES, BYLES, and KEATING).

Nov. 14.—*Harrison* v. *Grady.*—The plaintiff in this case was a medical man, and he sued to recover for medical attendance and medicines for the defendant's wife during the years 1862–3–4. At the trial before Mr. Justice Byles the jury found for the plaintiff for £64 5s.

Mr. *Digby Seymour*, Q.C., having obtained a rule *nisi* to enter a verdict for the defendant or for a new trial,

Mr. *Denman*, Q.C., and Mr. *C. Pollock*, appeared to show cause; and Mr. *Digby Seymour*, Q.C., and Mr. *Russell*, to support the rule.

It appeared that the defendant and his wife had lived separately for several years, and for another period they had lived in the same house but in different apartments, and held no communication. Nearly the whole of the plaintiff's bill was incurred during this latter period. The defendant's wife had a separate estate of upwards of £100 a-year, and the defendant had on several occasions repudiated his liability to pay her medical bills. The plaintiff had attended Mrs. Grady for a long period of time, and he was aware of all the circumstances under which she and her husband lived.

The COURT thought that the plaintiff's knowledge of the terms upon which the defendant and his wife lived, coupled with the statement that the plaintiff had notice in 1856, and again in 1862, that the defendant would not be liable for his bill for medical attendance, was not sufficient to rebut the presumption of the wife's authority, which was consequent upon her living in the same house with her husband. If the defendant were not liable to pay the plaintiff's bill, the result would be that nobody would be liable to do so. The verdict for the plaintiff must therefore stand.

Rule discharged.

COURT OF EXCHEQUER.

(Sittings in Banco, in Miahaelmas Term, before the LORD CHIEF BARON, Barons BRAMWELL, CHANNELL, and PIGOTT.)

Nov. 16.—*In the matter of three Attorneys—Bouillon* v. *Valentin.*—Serjt. *Simon* said he had to move for a rule calling upon three attorneys to answer the matters in certain affidavits, and likewise to pay over money. It was the practice of the Court that motions of the present character should be made at an early moment, and it was on that account that he mentioned the matter upon a previous day, with the view to its being reserved.

The defendant had received notice with respect to some Italian rents which formed part of the property belonging to her, and which had been deposited by her, through the sanction and advice of her attorneys, with a person named Solinsky. She had received notice that suit had been instituted against her in the civil Court of First Instance at Paris in respect of these rents, arising out of the same cause of action as that in this court; and circumstances showed that these rents had been seized at the instance and through the instigation of the plaintiff's attorneys.

The CHIEF BARON.—You have acted with great propriety, Brother Simon, in mentioning the matter, and the Court will not forget your having done so if it should be again brought forward. Generally speaking such an application as that you now make should be made early; but, under the circumstances, the Court will feel bound hereafter to give you a hearing.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner HOLROYD.)

Nov. 16.—*In re Richard William Webb.*—This was a sitting for examination and discharge. The bankrupt was described as a solicitor of 18, Jewry-street, Minories, and of Savage-gardens, Tower-hill; and from his accounts it would appear that he owes a sum of £712 to unsecured creditors, with assets—good debts, £388; doubtful, 327; and bad, £280; leaving a surplus on paper of £283. Upon examination by the registrar, the bankrupt said that he had been in practice as an attorney for thirty-five years; he had never been a bankrupt, but in 1852 he was an insolvent. The failure was attributed to bad debts, and losses in business.

Mr. *Read* appeared for the assignee, and Mr. *Denney* for the bankrupt.

Upon the application of the assignee, and by consent of the bankrupt, an adjournment was ordered for a cash account.

(Before Mr. Deputy-Commissioner WINSLOW.)

—— *In re Richard Jordan.*—The bankrupt, who was

described as an attorney and solicitor, of Albion-place, Southampton, and of Yew-tree-cottage, Millbrook, Hants, in copartnership with Wm. Perkins, came up for examination and discharge, his failure being attributed to losses sustained in consequence of the carrying on and purchasing machinery for a factory. The bankrupts accounts, filed on the 13th inst., show the following particulars:—creditors unsecured, £2,733; creditors holding security, £1,040; against, good debts, £538; legacy received under Mr. Hallum's will, in the hands of the assignee, £45; and property in the hands of creditors, £600.

Mr. *Paterson* appeared for the assignees, and upon his application an adjournment for two months was taken.

COURT FOR DIVORCE AND MATRIMONIAL CAUSES.

(Before the JUDGE-ORDINARY.)

Nov. 11.—*Meara (Clerk,)* (in formâ pauperis) v. *Meara.*—This was a suit for the restoration of conjugal rights. The petitioner, the Rev. Martin Wade Meara, married Emma Onslow, the daughter of General Denzil Onslow, in August, 1848; and he charged her with having, since the 29th of February, 1856, withdrawn herself from him, and refused to render him his conjugal rights.

Mr. *Best* appeared for the petitioner.

Mr. A. R. Onslow, brother of the respondent, proved the marriage. In cross-examination he said that the petitioner had come to his house and served him with a subpœna. Witness ordered him to leave the house, and he then said that witness was the blackguard brother of a prostitute—meaning the respondent. He then went away shaking his fist at witness. The witness then proved the following document, which was in the petitioners handwriting:—"Newgate, 21st October, 1853.—Having been induced to invest and circulate for a period of five years past calumnies of the most disgraceful and insulting nature, reflecting most seriously upon the character and conduct of several members of the Onslow, Chamberlayne, Berkeley, and Lushington families, I do now, of my own free will, declare that each and every imputation so made by me is utterly false and destitute of foundation; and do retract them in the fullest and most unqualified manner; and I express to every member of these families my deep regret that I should have been betrayed, in moments of uncontrollable temper, to invent and circulate such false and scandalous libels, and humbly request their pardon and forbearance for the past, giving this very solemn promise and undertaking never to be guilty of their repetition in future, or ever again, directly or indirectly, to give to any member of these families the slightest cause of annoyance.—WADE MEARA." Upon that undertaking the petitioner was discharged, on his own recognizances, to appear and receive judgment when required to do so.

Dr. *Spinks*, for the respondent, then submitted that she could not be called upon to return to her husband until he had shown that he had a home in which to receive her. There was no precedent of a person suing in *formâ pauperis* for a restitution of conjugal rights.

Sir. J. WILDE did not think he could stop the case on that ground. A man who had no actual means might be earning wages and able to support a wife.

Dr. *Spinks*—Precisely so. But the affidavits on which the petitioner was admitted a pauper showed that he was not earning anything.

Sir J. WILDE.—Your difficulty is that no case can be cited in which the Court has ever called on a husband, suing for restitution, to prove his ability to support his wife as a condition precedent to obtaining a decree.

Dr. Spinks.—No, my lord; and the reason is that no husband has ever before had the impudence to come into court with such a petition as this.

Sir J. WILDE.—Impudence is no new thing. I think I would rather decide the case on its merits, if it has any.

Mr. *Onslow* then proved a letter which the petitioner had written to the respondent in January last, informing her that the suit had reached a point when an expenditure of £3 would secure the issue of a decree; that she would then be liable at any moment to be seized by two of the lowest ministers of the law, and taken to prison till she consented to obey the order of the Court—not the Queen's prison, in which she might perhaps have been tolerably comfortable, but the common county gaol.

Re-examined—The petitioner pleaded guilty in pursuance of an arrangement with the prosecutors, and had never been called up for judgment.

Sir J. WILDE, in giving judgment, said the case was one of the most scandalous that had ever come before him. Here was an husband seeking for an order of the Court to compel his wife to return home to him, and he placed upon the pleadings charges of the grossest character against a lady of birth and education, without offering one particle of proof in support of them. He (Sir J. Wilde) grieved that the records of the Court should be disgraced in such a manner. It was unnecessary to inquire into the various questions raised upon the pleadings, for he was satisfied that if ever a case of desertion had been made out, it had been done in this instance. He should, therefore, dismiss the petition, and grant the respondent a judicial separation.

Nov. 15.—*Aldridge* v. *Aldridge and Clipperton.*—*The Queen's Advocate* and Dr. *Spinks* appeared for the petitioner; Dr. *Deane*, Q.C., and Dr. *Wambey*, for the respondent; Dr. *Tristram* for the co-respondent.

On the 30th of August, 1849, the petitioner, who was Crown solicitor to the Bankruptcy Court, married the respondent, a person who was also of very respectable connections. For some years the union proved happy enough. Latterly, however, the respondent, who had a taste for writing novels, had grown tired of the trouble of housekeeping, discontented with her husband's quiet habits, and anxious to be introduced to society where her talents would be more likely to be appreciated. A deed of separation was drawn up, and in July, 1863, they parted, the respondent being allowed £400 a-year for the maintenance of herself and four of her children. After a time she made the acquaintance of the co-respondent. Evidence of a very direct kind, fixing the co-respondent with the paternity of a child, born since the separation, was given.

The Court made a decree *nisi*, with costs.

SHERIFF'S COURT.

(Before Mr. Commissioner KERR).

Nov. 14.—*Richardson and Another* v. *Read.*—*Betting advertisements.*—This was an action to recover a sum of money for advertisements inserted in the *Court Circular*, Mr. *F. H. Lewis* being counsel for the plaintiff, Mr. *Montague Williams* representing defendant, who had pleaded a set-off of £24 for reports of sporting matters.

The newspaper was handed in by Mr. *Williams*, and the advertisement read as follows:—

"Mr. John Read, of London (member of Tattersall's), the most experienced and largest backer of horses, executes commissions on all the principal races throughout the year, but does not issue price lists, as, from the repeated fluctuations in the market, it only engenders discontent and confusion."

Mr. *Williams* then read from the Act of Parliament, the 16 & 17 Vict. c. 119, s. 7, to show that defendant's advertisement was quite illegal, and as such no claim could be made in respect of it.

His HONOUR thought the advertisement came within the provisions of the Act, and said—Looking at the defendant's advertisement as its stands, it is to me quite clear that it is a betting advertisement, and I think that the proprietor of the *Court Circular* ought to be indicted for inserting it. I know that the "fluctuation of the market" not only leads to confusion and discontent, but also to the appearance of "many young men at the bar of the Old Bailey."

Mr. *Lewis.*—That is between Mr. Richardson and the public.

His HONOUR.—It may be so, but plaintiff cannot recover this money.

Mr. *Lewis.*—Can we appeal?

His Honour.—No; the amount is under £20, and I have no doubt upon the point. You will be nonsuited.

Plaintiff nonsuited with costs.

BOW-STREET POLICE COURT.

Nov. 14.—*Something in a name.*—Mr. Job Caudwell, of the Strand, publisher, applied to Mr. Vaughan for advice under the following circumstances:—

Mr. Caudwell stated that a book called "The Home Doctor" had recently been published by a person calling himself Robert De Lalor, M.D., having upon the title page the subscription "London: Job Caudwell, 335, Strand,

W.C.," as if the book had been published by him. Now this was an impudent usurpation of his name. Not only had he never consented to act as publisher, or to be so described, but he had never been consulted on the matter. The first he knew of it was that a number of copies of the work, bearing the above imprint and also the words "second edition," were sent to his office with instruction to supply them to persons who might apply for them. This order he absolutely refused to obey, as the work was of such a nature that he could, under no circumstances, consent to take part in circulating it. He wished to know whether he could not stop the publication of the book, and punish the man for forgery in using his name without his consent, or for libel in representing him to be associated with so discreditable a production. The book had been entered at Stationers' Hall in applicant's name, of course equally without his knowledge or consent.

Mr. *Vaughan*, after looking at the book, said it was certainly a most improper book to be placed in the hands of young people. No doubt the association of Mr. Caudwell's name with it was calculated to injure his reputation, and to damage him in his business. This was a wrong of which he justly complained, but his remedy was by a civil action. If he could prove specific damage, he might bring an action, or he might apply to the Court of Chancery for an injunction. For either of these purposes he had better consult a solicitor. He certainly did not think that an indictment for forgery would be successful.

Mr. Caudwell.—Am I justified in detaining the copies sent to me, so as to keep them from being circulated with my name?

Mr. *Vaughan*.—Undoubtedly.

The Applicant thanked the magistrate and left the court.

GENERAL CORRESPONDENCE.

Caution.

Sir,—Persons whilst waiting are recommended to take care of their great coats, hats, umbrellas, &c.

Nov. 16, 1865. Rolls Court.

Ecclesiastical Courts and Registries (Ireland) Act.

Sir,—The rules and orders under the above Act are now in force, having received the approval of the Lord-Lieutenant and Privy Council on the 16th of September. They have been printed, and are in possession of certain privileged individuals; but on applying to the booksellers (Messrs. Hodges & Smith among others), I was informed that no copy could be furnished, as they had been unable to procure them for several other applicants.

It may be asked why these rules and orders have thus been, contrary to precedent in similar cases, restricted in their publicity? One self-evident answer is, that throughout the introduction and carriage of this Act of Parliament, and the drawing up of rules and orders for the purpose of "bringing into operation and carrying into effect the provisions of the Act," the greatest secrecy has been enforced. So far as the clergy are concerned, who have been long anxious to get sight of these rules, it was evidently desirable that they should be kept in the dark. Their incomes, even down to the lowest salaried perpetual curates, are by these rules made liable to taxation for the purpose of making up to the vicars-general and registrars the loss they sustained by the change in the probate laws; but until that tax was about to be levied, no inkling was allowed to escape that such an unconstitutional method of imposing taxation was about to be adopted. It was a matter of design and studied caution, therefore, that the particulars of these rules should not be divulged, lest the opposition naturally to be expected to such a proposal should be awakened, and any hindrance placed towards carrying out this portion of what may in other respects be a useful measure for the reform of the ecclesiastical courts.

Surely such mystery and secrecy were unworthy tactics to be employed in carrying out any measure entitled to the confidence of the clergy. This heavy increase of taxation has justly aroused the indignation of the whole body of the clergy, who are now in process of paying the new heavy fees on the primary visit of the Archbishops to the several dioceses in their provinces.

Other reasons may exist for withholding this new code of rules and orders from the public, but there seems abundant reason to suspect that there was an intention of keeping the details of this new taxation out of view as long as it was possible. Fee-simple.

APPOINTMENTS.

Mr. William Knight, Solicitor, to be mayor of Tamworth for the second time.

Mr. J. O. Smetham, Solicitor, to be Mayor of King's Lynn.

Mr. Thomas Southell, Solicitor, to be Mayor of Worcester.

Mr. John Gwynne, Solicitor, to be Town Clerk of Tenby.

Mr. Registrar and Deputy-Commissioner Winslow to be Commissioner of the Court of Bankruptcy, *vice* Mr. Commissioner Fonblanque, deceased.

Wm. B. Lushington, Esq., to be principal secretary to the Lord Chancellor; John Stuart, Esq., to be secretary of presentations; Hon. H. G. Campbell to be secretary of commissions of the peace.

Mr. Robert Marshall, Solicitor, to be chief clerk to the Master of the Rolls, *vice* Mr. Hume, taxing master of the Court of Chancery.

Mr. John Lenton Pulling, of Blackheath and Deptford, solicitor, to be a London commissioner to administer oaths in the three Superior Courts of Common Law.

Mr. Apjohn, late managing clerk to Messrs. Johnson & Weatherell, to be junior clerk, *vice* Mr. Fox, deceased.

IRELAND.

THE FENIANS IN THE LAW COURTS.

Not only in the Police Courts, where the senior magistrate is busy taking informations against the persons arrested on charges of treasonable practices, but also in the Superior Courts of Law are the Fenians occupying a considerable portion of the public attention. The following are amongst the most interesting features in the legal proceedings during the present Term, having connexion with the Fenian movement:—

Court of Queen's Bench.

The Queen v. *Morrissey*.—Mr. Palles, Q.C., moved on behalf of Edward A. Morrissey (a medical student), now a prisoner on a charge of complicity in the Fenian conspiracy, that he be admitted to bail. The prisoner had made an affidavit, expressing deep regret at having had any connexion with the conspiracy; pleading his extreme youth, he being but seventeen years of age; and undertaking to plead guilty to the charge now imputed to him, and to give ample security for his future good behaviour. The motion was wholly to the mercy of the Crown.

Mr. Barry, Q.C., M.P., said the Attorney-General considered the undertaking of the prisoner to plead guilty put the case on a ground which was entitled to the mercy of the Crown. The folly and criminality of these proceedings were now apparent to many. The Attorney-General would consent to the applicant being admitted to bail, but the security should be to a considerable amount, the prisoner having agreed to plead guilty.

The Court made an order that the prisoner be admitted to bail on giving two sureties in £200 each.

Nov. 11.—*O'Leary* v. *Gray*.—This was an application against Sir John Gray, M.P., as proprietor of the *Freeman's Journal* newspaper, made on the part of John O'Leary, now a prisoner charged with being connected with the Fenian conspiracy. The application was for a conditional order for a criminal information for publications in the journal referred to, on the ground that the publications were calculated to prejudice the fair trial of the prisoners. One of the publications was the report of the proceedings at the police office, when the prisoners O'Leary with other persons named Thomas Clarke Luby, and Jeremiah O'Donovan *Rossa*, were under examination. On that occasion a statement had been made by the counsel for the Crown which was calculated to prejudice the prisoners, and this statement was published in the *Freeman's Journal*. Another matter complained of was a leading article on the subject of the arrest of the persons, the applicant included, charged with treasonable practices; this spoke of the

Irish People (the suppressed journal with which O'Leary, Luby, and O'Donovan, were connected), having itself furnished "evidence of intended revolution, and premeditated rebellion." The other matter complained of was the publication of a pastoral of the Roman Catholic Archbishop, Dr. Cullen, stating, amongst other things, that "the authorities, in suppressing the *Irish People*, deserved the thanks and gratitude of all those who love Ireland, its peace, and its religion." By reason of these statements the prisoners believed they could not have a fair trial.

Mr. Butt, Q.C., in making the application, cited *Reg* v. *Fleet*, 1 B. & Ald.; *Reg.* v. *Fisher*, 2 Camp., and other authorities.

The LORD CHIEF JUSTICE, in delivering judgment, said the Court was of opinion that a conditional order should be granted with respect to the publication, in the issues of the *Freeman's Journal* of September 18th and October 2nd, of certain observations, or comments, with regard to the preliminary proceedings which took place before the police magistrate. There was also another matter as to which the Court was unanimous in their opinion—namely, the publication of a certain portion of the letter by Dr. Cullen. But with respect to the mere publication of the proceedings at the police-court, abstracted altogether from the observations or comments upon those proceedings, the Court could not come to an unanimous decision, although the majority were in favour of refusing a conditional order in that respect.

Rule accordingly.

COURT OF COMMON PLEAS.

Nov. 10.—*Luby* v. *John, Baron Wodehouse.*—This was an application to stay proceedings or to order that the writ be taken off the file, in an action commenced by Thomas Clarke Luby, a prisoner charged with treasonable practices, against his excellency the Lord-Lieutenant, for the act of trespass alleged to have been committed under the order of his excellency in entering the office of the *Irish People* newspaper and seizing the property of the defendant.

The Attorney-General (the Solicitor-General and Mr. Barry, Q.C., with him) applied for an order to stay all proceedings in this action, to set aside the writ of summons and plaint, and to take the same, if filed, off the file of the Court. The ground on which the application was founded was, that the Lord-Lieutenant, being Viceroy, could not be sued by a subject for an "act of state" done by him in that capacity, and that the seizure of which the plaintiff complained was an act of that description. At the same time the Attorney-General denied that his Excellency had interfered at all in the matter.

Mr. Butt, Q.C., Mr. Dowse, Q.C., and Mr. O'Loghlen, opposed the motion on the part of the plaintiff. They denied that the seizure of the furniture and other property in the office of the *Irish People* was an act of state, and argued that the motion must be refused, because the question as to whether the acts referred to were such as the Lord-Lieutenant was perfectly responsible for was one which must be decided by the Court upon pleadings and evidence, and not upon affidavits; that these acts were, upon the evidence before the Court, not done by the Lord-Lieutenant with the concurrence of the Privy Council; and that the Lord-Lieutenant of Ireland did not stand in the same position as the Queen would, but that his function was ministerial, and a proper subject for examination as to the mode of its performance by that Court.

The Solicitor-General replied, and the Court reserved judgment.

Nov. 11.—Chief Justice MONAHAN now delivered the judgment of the Court:—

Lord Mansfield had laid it down that no action could be maintained for any act of the person who represented the Sovereign in any country. This was in a case in which a person named Fabrigas instituted proceedings against a Mr. Mostyn for acts done by him as Governor of Minorca. So too, in this country, Lord Avonmore pronounced the judgment of the Court of Exchequer, setting aside proceedings instituted by Mr. James Napper Tandy, against the Earl of Westmorland as Lord-Lieutenant. A case was also to be found in Moore's Privy Council Cases, in which an action had been brought against Sir George Hill, Governor of Trinidad. There was not a trace of any such action as the present having been maintained, and the motion of the Attorney-General should therefore be granted.

COURT OF EXCHEQUER.

Nov. 9. — *Luby* v. *Stronge.* — Mr. Dowse, Q.C. (with him Mr. Butt, Q.C., and Mr. O'Loghlen), moved for liberty to exhibit interrogatories to the defendant, Mr. John Calvert Stronge, one of the Divisional police magistrates of Dublin. The action was brought by Mr. T. C. Luby, now a prisoner in Richmond Bridewell, charged with complicity in the Fenian conspiracy, to recover damages for alleged injuries sustained by reason of the seizure of his property in the office of the *Irish People* newspaper, which acts, it was averred, were done by virtue of a warrant issued by the defendant. Counsel relied on *Bartlett* v. *Lewis*, and *Tickslinsky* v. *Maltby*, both in the Common Pleas in England, and *Bailey* v. *Griffiths*, in the Exchequer.

Mr. Barry, Q.C., (with him Mr. Dames), did not object to the interrogatories being exhibited, save one which was too general. It asked if any information had been sworn before the defendant on the evening of the seizure, and by whom? This was not relevant.

The Court refused to allow this interrogatory, as being irrelevant. As to the others, they were acceded to by the defendant, and no rule was necessary to be made by the Court.

Ultimately the interrogatory objected to was modified, and accepted by the defendant in the altered form.

Same v. *Ryan and Others.*—Mr. Dames, for defendant, moved for liberty to plead double matter. The defendants are members of the detective police who were engaged in the seizure of the *Irish People*. Counsel sought to traverse the commission of the acts alleged, also want of notice of the action, under the Metropolitan Police Statutes, and pleas of justification. These averred that the acts were done under a warrant charging the plaintiff Luby with treasonable practices, the defence expressly alleging that the plaintiff was guilty of the same. As to the documents seized, it was pleaded that they were treasonable, and that they and other papers had been detained by the defendants only for the time necessary for their examination.

The Court, under the circumstances, allowed the pleas to be filed.

COURT OF COMMON PLEAS.

Nov. 8.—*Brownrigg* v. *Dickson.*—*Bills of Costs.*—Mr. Mackey moved in this case, on the part of the defendant, that the plaintiff should furnish additional particulars, or that the second count of the summons and plaint be set aside. The plaintiff is an attorney, and the action was brought to recover £100 for work and labour, &c. The second count was one for money lent, and the indorsement of particulars was—"August 28—To amount costs furnished this day." Counsel submitted that the particulars applicable to the count for money lent were not sufficiently set out.

Mr. Phillips opposed the motion, which was refused, with costs.

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

(From the *Legal Intelligencer.*)

PENNSYLVANIAN SUPREME COURT.—Appeal of CHARLES H. ABBOTT, for himself and as Executor of GEORGE ABBOTT, deceased.

Land paid for out of partnership funds, though conveyed to the partners as tenants in common, is partnership assets.

Appeal from the decree of the Court of Common Pleas of Lancaster county, distributing a portion of the fund in court to the surviving partners of the firm of Reeves, Abbott, & Co.

Judgment by Read, J.

"Land," says Chief Justice Tilghman, in *McDermot* v. *Lawrence*, 7 S. & R. 441, "except for the purpose of erecting necessary buildings, is not naturally an object of trade or commerce. Yet their is no doubt, that by the agreement of the partners, it may be brought into the stock and considered as personal property, so far as concerns themselves, and their heirs and personal representatives. It was so decreed by Lord Eldon, in *Ripley* v. *Waterworth*, 7 Ves. Jr. 424. But if a conveyance of land is taken to partners as tenants in common, without mention of any agreement to consider it as stock, and afterwards a stranger purchases from one of the partners, it would be unjust if, without notice, he should be effected by any private agreement.

It was considered material in this case that the conveyance to the partners was as tenants in common, and that no

purchase-money could have been paid out of the partnership funds. So in *Kramer* v. *Arthurs*, 7 Barr. 165, Chief Justice Gibson held that a joint-stock company to deal in land is essentially a partnership, and land purchased by it as an article of trade is not subject to judgment and execution at the suit of a separate creditor. So in *Overhault's Appeal*, 2 Jones, 222, Judge Rogers held that where land has been purchased for partnership purposes, and was so held, judgments for partnership debts are payable out of the proceeds in preference to judgments against partners individually.

In Erwin's Appeal, 3 Wright. 535, Judge Strong says, "It (the lot) was purchased and paid for with the money of the firm, and it was used by the firm, until the time of the sheriffs' sale," and the court in that case decided the proceeds of the sale of it should be applied to the payment of judgments against the firm, for partnership debts, in preference to judgments against the partners individually. It is true he says, p. 537, "Had the title been taken to both, Imhoff, and Myers, without any assertion on its face that it was treased by them as partnership property, under the ruling in *Hall* v. *Henrie*, 2 Watts, 143, and several subsequent cases, they would have been but tenants in common. The absence of such an assertion would have been evidential that the partners did not intend to bring the property into partnership stock, but that they intended to take separate interests. But the legal title was conveyed to Jacob Meyers alone, we are now looking for the use." But the cases of *Hale* v. *Henrie ; Ridgway Budd & Co.'s Appeal*, 3 Harris, 181, and the language of Coulter, Justice, in *Lancaster Bank* v. *Myley*, 1 Harris, 549, all relate to purchasers and creditors, and not to the partners themselves, considered simply as members of the firm. Our recording act affects purchasers and creditors, but does not, independent of them, disturb the actual relations of the partners to each other, in respect to partnership property, whether real or personal.

In the *North Pennsylvania Coal Company's Appeal*, 9 Wright, 181, we held that a purchase by one partner in his own name, and secured by his own bond and mortgage, did not bind the firm, or make it a firm debt, although it appeared by the firm books to have been bought on firm account. A declaration of trust was afterwards executed by the purchaser, but not recorded, declaring that the money paid was partnership funds, and that the land was held by him in trust, as partnership property, which land was afterwards sold, and the partnership creditors were held alone entitled to share in the proceeds.

In the present case the deed was made to the four partners in their individual names, and the bond and mortgage were executed in the same way. The contract for the purchase was made by Mr. Griffin, at that time the manager of Reeves, Abbott, & Co., who, as partners, were engaged in the manufacture of iron at Safe Harbor, in Lancaster county, and the purchase-money paid previously to the sale by the sheriff was paid out of the funds of the firm, and by its agents. The receipts on the bond corroborate this statement of the auditor, who finds the object of the Messrs. Reeves & Abbott, in making this purchase, to have been to obtain, for the use of their furnace, iron ore, which it was supposed would be found in this property; iron ore was found there, and was raised for the use of the furnace.

The business of the firm, dissolved by the death of George Abbott, has never been finally settled, and it is alleged by the appellees that the firm is still largely indebted.

Under these circumstances, we think, therefore, with the auditor and the Court below, that this land was partnership property, and that the proceeds of it, or rather the balance remaining in court, should be paid to the remaining partners of Reeves, Abbott, & Co. The law has been well and correctly stated by the auditor.

Strong, J., dissented.

Decree affirmed.

TESTIMONY OF PARTIES IN CRIMINAL PROSECUTIONS.*

Bangor, Feb. 22nd, 1865.

My Dear Sir,—Your letter was duly received, but the pressure of official engagements prevented my giving it immediate attention.

The legislature of this state (Maine) in 1859 passed an Act by which any respondent in any criminal prosecution for "libel, nuisance, simple assault, assault and battery" might, by offering himself as a witness, be admitted to testify. In 1863 the law as to admission was further extended, and it was enacted that "in the trial of all indictments, complaints, and other proceedings against persons charged with the commission of crimes or offences, the person so charged *shall, at his own request, and not otherwise*, be deemed a competent witness; the credit to be given to his testimony being left solely to the jury, under the instructions of the Court." These changes in the law of evidence are, as you will perceive, very recent, but, so far as I can judge, they are favourable to the ascertainment of the truth—the great end for which judicial proceedings are instituted.

The legislature of your state, as well as those of nearly all the states in the Union, has recognized the necessity of receiving the testimony of interested witnesses and of the parties in all civil proceedings, and this upon the most satisfactory and conclusive reasoning. In England similar modifications of the law have taken place, and it is not too much to say that they have received the sanction and approbation of her most able and learned jurists, and that too with an unanimity of opinion rarely before witnessed in any previous important alteration of the law or of political institutions.

But if the parties are admitted to testify in civil proceedings, and such admission is necessary for the purposes of justice, the necessity and importance of their admission became the more imperative as the interests involved increase. In civil procedure the result is an execution for one and against the other party, as a consequence of which one becomes the debtor of the other. The title to real or personal property is determined to be in one or the other of the litigating parties. In criminal proceedings, life, honour, liberty, property, may all be at stake. If then the testimony of the parties is needed in civil, much more will it be needed in criminal, procedure.

The question, it may be observed, is not whether a reluctant and unwilling witness should be compelled, but whether a respondent, voluntarily offering himself as a witness, should be received to testify.

In criminal procedure the party injured in person or property is received as a witness against the person by whom the injury is alleged to have been inflicted. In case of murder, the dying declarations of the deceased are admitted. The law presumes the accused innocent. The trial proceeds with that presumption. Yet, during the trial, when the question of guilt or innocence is to be determined, the party injured or alleging he is injured is admitted to testify, while the respondent, presumed innocent, is denied a hearing. *Audi alteram partem*. Hearing both sides of a controversy is so obvious a dictate of impartial justice that one may well marvel that its wisdom and propriety should ever have been called in question, much more that it should have been denied.

Of whom inquire but of the parties? They are the sources from whom information may be most naturally and readily obtained. The facts are within the knowledge of the respondent. He knows whether or not he was a party to the commission of the offence for which he is accused. Accuracy of original perception, strength of subsequent recollection —qualities especially desirable in a witness—will never be wanting. If to these you add trustworthiness, you have the most essential qualifications. But whether any witness will be trustworthy, whether in any given case he will utter the truth, can only be known *after* and not *before* the delivery of his testimony. If it were deemed a pre-requisite to admission that a witness should be truthful in the evidence about to be delivered, there is not, there never will be, a witness of whom this can be predicated with assured certainty in advance. This much can be known in all cases. The respondent, like any, like all witnesses, will speak the truth or not, according to the number and pressure of the motives acting upon him, and tending in a truthful as compared with those acting in a different and opposite direction.

The respondent is either innocent or guilty. If innocent, the truth will best serve his turn. His testimony will then be true. If the only testimony by which his innocence can be proved, is excluded, misdecision is inevitable. If innocent, the exculpatory facts may be known to him alone. If there be other testimony, still the corroborative force of his own

* We reprint, from the American *Law Register*, the following letter of Chief Justice Appleton to the Hon. D. E. Ware, Member of Senate of Massachusetts, on this important subject. The opinion of the learned writer is at variance with the view of the question taken in this Journal, while the "Law of Evidence Amendment Bill" was under discussion, during the spring of the present year (9 Sol. Jour 427), but we nevertheless gladly make room in our columns for what must certainly be considered an able argument for the proposed alteration.—ED. *S. J.*

evidence may be required to overcome the weight of adverse proofs. If innocent, it can hardly happen that his testimony will not be desired for the entire satisfaction of the jury.

It may be urged that the embarrassments of his position may lead to confusion on the part of the innocent respondent, and confusion to misstatements, and thus that misdecision may follow. When this is the only or the principal evidence, misdecision would inevitably ensue without its admission. Its reception affords the only chance for the escape of innocence. But confusion is not the usual accompaniment of innocence. An innocent man would hardly decline stating the truth, when it is his only hope, and instead thereof plunge into falsehood, thus insuring or endangering his conviction. Further, it is at the option of the respondent whether he shall be a witness or not, and it is for him to decide whether or not he will assume the risks of testifying or hazard the dangers of silence.

The respondent, if guilty, may well hesitate before incurring the perils inevitably consequent upon adverse cross-interrogation. If, volunteering to testify, he answer truly, justice will be done. If falsely, his answer will be false in whole or in part. But entire falsehood is hardly to be anticipated. It is the work of labour and invention as well as of danger—the danger the greater the more entire the falsehood—for it would be in direct conflict with every existing fact. But truth is the natural language of all. The witness, from the necessity of his situation, deviates in part therefrom. There will be then an admixture of truth and of falsehood—the relative proportions of each dependent upon the respondent's view of the emergencies of his children and of his sagacity in providing for them. The truth to the extent uttered will receive corroboration from other trustworthy sources, and will tend to conviction. The falsehoods, from their nature, cannot be consistent with the truths of the case. Falsehood detected and disproved becomes an article of circumstantial evidence of no slight probative force. His truths and his falsehoods are alike perilous. He is pressed by question upon question. He evades or is silent. Evasion is suspicious. Silence is tantamount to confession. All this may be disastrous to the criminal, but justice is done.

As the law now stands the confessions of a prisoner are received. But this is secondary evidence of inferior trustworthiness. Confessions may be misunderstood when heard —they may be misrecollected from lapse of time or other cause—they may be misstated from want of integrity on the part of the witness by whom they are narrated. The party who alone can correct the mistakes of original perception, the errors of recollection, or the falsehoods of design, is excluded, and this most dangerous and unreliable evidence is heard without the possibility of correcting it, when the means are readily attainable from the lips of the party alleged to have made such confessions.

True, the jury may err as to the just degree of credit to be given to this evidence. They have the same means in this as in other cases to arrive at sound conclusions. The appearance and manner of the witness—the probability of his statements, are all before them. The fear lest the exact degree of weight should not be accorded to any particular species of testimony, is no reason for its exclusion. If it were, all testimony might be excluded, for it can never be known in advance that the precise weight to which the statements of a witness are entitled will be given to them.

It is incident to all tribunals that they may err in their conclusions as to the force and effect of evidence. Falsehood may be credited. The truth may be disbelieved. But as this cannot be foreknown, it affords no reason for exclusion. There may be error after the hearing of a witness, and with all the means of a correct judgment thus afforded. But to exclude for presumed falsehood without hearing, is to convict without proof.

But the danger is not of undue credence. Those who would exclude a respondent from presumed untrustworthiness (notwithstanding the counter-presumption of innocence), will be little likely to be too credulous in regard to testimony they are unwilling to hear. Neither the position of the criminal nor his surroundings are such as to induce too implicit a reliance on his statements. The danger is, not that being false they will be believed, but rather that being true, they may not be credited.

I anticipate from the change proposed a greater certainty of correct decision in criminal proceedings. The guilty will be less likely to escape. The danger of the unjust conviction of the innocent will be diminished.

I am, &c., JOHN APPLETON.

FRANCE.

SURNAMES.

A curious point has been brought before the Courts of Lyons and Colmar. An erroneous idea prevails that in France the particle *de* being affixed before a surname implies that its bearer belongs to a noble family. The Court of Lyons ruled this to be a false proposition, inasmuch as in most cases the *de* merely signifies that the person belongs to a certain town or district, but as the younger members of noble families, such as a younger scion of the Grammont family, would be a M. or Mdlle de Grammont, it has become the ambition of upstarts to adopt the particle. An instance has been known of a hairdresser *enrichi*, who, having shaved all the chins of all the farmers of a village in a distant part of France, and thereby accumulated a certain amount of ready money, dropped his own patronymic of Cruchon, and appeared in Boulogne as M. de Berry la Tour, which high-sounding name naturally struck awe into the verdant minds of the English visitors to that not very select bathing place. The Courts of Lyons and Colmar have decreed that unless it can be proved that this aristocratic preposition was borne by a family previous to 1789 they have no right to adopt it.

THE LAW OF NATIONS AS REGARDS AMBASSADORS HOUSES.

The French Court of Cassation has quashed the appeal of Nitchencoff, the Russian sentenced to imprisonment for life for a murderous attack upon M. de Balsh, in the house of the Russian Ambassador in Paris. It will be remembered that this case gave rise to a diplomatic correspondence, the Russian Government having disputed the right of the French Courts to try the murderer, and claimed a right to have him given up for trial in Russia. The Court laid down the law that "the fiction of the law of nations, according to which the house of an ambassador is reputed to be a continuation of the territory of his sovereign, only protects diplomatic agents and their servants, and does not exclude the jurisdiction of French Courts in case of a crime committed in such a locality by a person not belonging to the embassy, even although he is a subject of the nation from which the ambassador is accredited."

FRENCH GAME LAWS.

The Court of Cassation, by a recent judgment, has decided that a farmer having killed pigeons on his own property may carry them off, in compensation of any damage done by them to his crops; but it is forbidden to fire at them on the grounds of other persons, or to take them thence as game.

OPENING OF THE PARIS LAW COURTS.

The re-opening of the Paris Courts of Law took place in due course on the "morrow of All Souls." At eleven o'clock Mgr. Darboy, Archbishop of Paris, arrived at the Sainte-Chapelle, when the Mass of the Holy Ghost was celebrated. The members of the Cour de Cassation had President Troplong at its head, and those of the Cour Imperiale, M. Devienne, its first president. Mass having been performed, Mgr. Darboy entered the Cour de Cassation and took his place near M. Troplong, and the usual inaugural discourse was pronounced by M. de Raynal, Advocate-General, the subject being the influence of the works of Montesquieu on the legislation of France. M. Sénart, Advocate-General of the Cour Imperiale, treated of the influence of judicial power and its decisions on modern society.

FRENCH ELECTORAL LAW.

Almost all the leaders of the bar, including M. Desmarest, the *bâtonnier* Mr. Dufaure (now that Dupin is dead, certainly the greatest lawyer in France), M. E. Arago, and M. Albert Gigot, an advocate of the Court of Cassation, have signed an opinion that M. Fleury, the Government candidate in the Yonne, is legally ineligible, because he holds the paid office of governor of the Credit Foncier, to which he is appointed by Government. It is, however, upon record that the Corps Legislatif has already overruled a similar objection, and as the majority are swayed by other than legal considerations, there is little doubt, even if the whole bar protested, that M. Fleury's election, which will probably take place to-morrow, will in due time be confirmed.

ITALY.

An Extraordinay Action at Law.

A letter from Florence gives the following amusing account of a suit actually in progress before a Florentine tribunal. Hear the facts, and judge whether they do not deserve a place in the history of "celebrated causes." A traveller upon one of our lines of railway, observes the notice printed, according to custom, upon his railway ticket, "Se non si presenta il biglietto, si esigerà ill prezzo dell' intiera corsa," or, in English, preserving the ambiguity of the original, "If this ticket is not presented, the price of the whole journey will be required." Our traveller being, like the husband of Juliet's nurse, a merry man, and an unoccupied one to boot, resolves to amuse himself at the expense of the company. On his arrival at the station specified on his ticket, he manages to slip through one of the doors without attracting the attention of the collector, and a quarter of an hour afterwards returns to the spot, and asks to see the station-master. He is forthwith ushered into the presence of that dignitary, and the following conversation takes place:—Traveller—"Sir, I have neglected to present my ticket, and according to the regulation ——" Station-master: "Exactly so," without putting too fine a point upon it, "fork out." Traveller—"On the contrary, it is I who have a claim against you for the price of the journey. The regulation says 'the price will be required;' well, I require it, and expect you to pay." Station-master (visibly softened)—"Poor fellow! I see—close carriages, sultry weather, deranged evidently. Good morning, my friend, I cannot attend to you now." Traveller—"Very well, sir; you shall hear from me again." And, true to his word, the facetious traveller has lodged a formal complaint against the company, and, what is more, has found a couple of charming lawyers, who have so far entered into the spirit of the joke as to assure their client that he has a very strong case, according to the rules of grammar, by which the two verbs are more naturally referable to the same than to different subjects. But the cream of the jest is reserved for the last laugher, who, I think, can scarcely be the prosecutor in this queer suit. The gentlemen of the long robe will, at all events, get some substantial enjoyment out of the case.

PRUSSIA.

Law of Divorce—A Good Hint.

By a Prussian law passed in 1844, no divorce cause can be heard until the clergyman of the parish in which the unhappy couple live has had an opportunity of reconciling them to their chains. In the year 1864 there were 7,596 couples who wished to part, and of these no less than 3,774 were induced by the clergyman to give up their unamiable intentions. In this way the lawyers lost no less than 48 per cent. of their expected business.

SPAIN.

Summary Mode of Recovering a Judgment Debt.

A rather singular process has been put in force for recovery of debt in the case of the North of Spain Railway Company, the agency of which is carried on by the Credit Mobilier, at Place Vendome. MM. Ernest Gouin & Co., contractors, had obtained a judgment decree issued by the Tribunal de Commerce de la Seine against the directors for a sum of 100,000f., which was duly served by their bailiff on the office of the company at the aforesaid address, but the Credit Mobilier declared that no assets were there available for discharge of said judgment; whereupon the judicial document was at once forwarded to an agent at Bayonne. It is well known that the Spanish trains enter the French territory for a short distance, and at Hendaye, within this empire, the change from broad to narrow guage is effected. At this point the Bayonne agent stationed himself with a posse of *hussiers* (law police), and on the regular appearance of the train from Saragossa a detainer was put on the whole arrival including six carriages full of passengers, sundry baggage waggons, the locomotive, and men in charge, all of which were declared lawful capture, and were not released until the telegraph had assured from Paris the prompt payment of the demand.

SWITZERLAND.

Liberty of the Press.

In the canton of Uri, a printer, named Rynicker, was recently sentenced to receive twenty lashes for publishing a pamphlet, of which he was the author, and in which he attacked the Roman Catholic religion, its ministers, and the Holy Scriptures. All Switzerland seems to have been aroused, and on the 28th ultimo a large meeting was held at Berne, to protest against the sentence of the tribunal of Uri, which they declared was a disgrace to the country. Another meeting was to be held when our intelligence was despatched, to which all the cantons were to send deputies.

SWEDEN.

The Court of Appeal in Gothland has quashed, on the ground of informality, the judgment in the affair of M. Lindbäch, pastor of Silbodal, a parish in Sweden, condemned for having poisoned some of his parishioners in administering the Sacrament, and directed a new trial to take place.

SOCIETIES AND INSTITUTIONS.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting held at the Law Institution, on the 14th instant, the following question was discussed: "A. has a reservoir full of water standing upon the site of old shafts, known only to his engineers, and long disused. The water of the reservoir forces it way down the shafts, and travels by an underground channel through the lands of third parties into mines of B., which he is working. Has B. a right of action against A. in respect of the damage caused?" —*Fletcher* v. *Rylands*, 13 W. R. 992.

Mr. Lloyd opened the question on the affirmative side, and Mr. Bury on the negative side. Upon a division the question was decided in the affirmative.

LAW STUDENTS' JOURNAL.

LAW LECTURES AT THE INCORPORATED LAW SOCIETY.

Mr. Hugh Shield, on Common Law and Mercantile Law, Monday, Nov. 20.

Mr. R. Horton Smith, on Conveyancing, Friday, Nov. 24.

QUESTIONS AT THE MICHAELMAS TERM FINAL EXAMINATION.

I.—Common and Statute Law and Practice of the Courts.

1. Is a workman who detains a chattel in exercise of his right of lien entitled to charge warehouse rent for keeping the chattel?
2. Are goods of a guest at an inn liable to distress for the rent of the premises? State the reason.
3. Is a contract of hiring and service between master and servant dissolved by the death of the master?
4. Is a master liable to his own servant for an injury done to the servant by his fellow-servant?
5. If an agent agrees to act for a firm in partnership for a term of years, is the contract dissolved by the death of one of the partners during the term?
6. If a guarantee is given to several persons who are not themselves interested in the subject matter of the guarantee, who must be the parties to sue on the guarantee?
7. What is necessary to be filed with a bill of sale to make it valid?
8. Within what time must a bill of sale be filed?
9. What length of notice at common law of taxing costs is required?
10. Is oral evidence admissible to make a promissory note, absolute in the face of it, conditional, or payable upon a contingency?
11. In a replevin suit in the county court can any other cause of action be joined in the summons?
12. If A. contracts with B. to grant B. a lease of certain lands, and A. refuses afterwards to grant the lease, what remedies has B. for such breach of contract?
13. Within what time must a plaintiff declare after writ issued?
14. Within what time must a defendant plead after declaration?
15. How long do writs of execution remain in force after issuing?

II.—Conveyancing.

1. A. appoints B. executor of his will, and gives a legacy to C. The will is attested by B. and C. What is the effect of such attestation?

2. Do the usual covenants for title upon the sale of a freehold estate in any, and if so, what, respect differ from those in a mortgage of the same estate?

3. Does a release from a rent-charge of part of the hereditaments charged therewith, extinguish the whole rent-charge, and, if not, how does it operate, and upon what do you found your answer?

4. Does a lessor usually enter into any covenant in a lease, and, if so, why?

5. Where does gavelkind tenure chiefly prevail, and what are the principal distinguishing features of this tenure?

6. Can a parol lease be granted for any period of the right of sporting over an estate?

7. The owner of a term of years bequeaths same to B., and appoints C. (the freeholder) his executor. Will the term merge? Give the reason on which your reply is founded.

8. A. buys an estate and devises it to B., who survives A. and dies without issue and intestate. From whom is the descent to be traced, and why?

9. If a mortgage contains a covenant for the insurance of the buildings on the premises, and the mortgagor fails to perform that covenant, has the mortgagee, in the absence of any provision for the purpose in the deed, any power to effect an insurance, and to recover the amount with or without interest?

10. What will be the effect, as regards merger, of subjecting a tithe rent-charge by a settlement to the same limitations as the land out of which it issues, and is anyone who may be entitled under such settlement able to control such effect?

11. If a tenant in tail becomes possessed also of the immediate remainder, or reversion in fee-simple expectant on the determination of his estate tail by failure of his own issue, will the estate tail merge in the fee? State the reasons for your answer.

12. Can an alien hold any real or personal estate in England, and what is the effect of a conveyance to him of an estate in fee?

13. If the dividends on a sum of consols are given to A. for life, and he dies on Michaelmas-day, are his executors entitled to any portion of the next January dividend, and does it make any difference under what document he takes, if it is silent as to apportionment?

14. A testator appoints A. his sole executor, who proves the will, and dies intestate. C. administers to the estate of A. Does he thereby become the legal personal representative of the original testator?

15. Where lands adjoin a river, to whom does the soil of the river presumptively belong, and does it make any difference whether the river be a tidal one or not?

III.—Equity and Practice of the Courts.

1. Enumerate some of the principal heads of equitable jurisdiction.

2. State the leading differences between—1, a demurrer; 2, a plea; 3, an answer; 4, a disclaimer; and describe the state of circumstances under which it is desirable to file a traversing note.

3. State, briefly, the principles on which the interference of the courts of equity by injunction rests; and under what circumstances a party originally entitled to this form of protection may forfeit his title to it. In exercising its jurisdiction by injunction, does the court merely prohibit mischief, or can it also give compensation in respect of past mischief?

4. Give instances of cases in which a court of equity will, and of cases in which it will not, relieve against the forfeiture of leases on breach of covenant.

5. A., B., and C. have successively mortgages on Blackacre--A. having the legal estate. Subsequently C. takes a transfer of A.'s security, including the legal estate. B. then seeks to redeem the first mortgage alone. In what circumstances, and upon what terms will a court of equity aid him in doing so?

6. Blackacre, of the value of £10,000, and Whiteacre, of the value of £5,000, are mortgaged to A. to secure £7,500. B. has a second mortgage on Blackacre alone, to secure £5,000. Will a court of equity aid B. to compel A. to realize his security in part against Whiteacre, and how?

7. Give an instance of the application of the rule that where there is equal equity the law must prevail. And mention any other general maxims of equity that may occur to you, with illustrations of their practical application.

8. What is the meaning of "a wife's equity to a settlement?" Under what circumstances does it arise, and against whom is it capable of being enforced?

9. It is desired to sell or let on lease a settled estate, but the instrument of settlement contains no such power. Under what circumstances can a court of equity give the necessary authority, and how should its interference be obtained?

10. How is an infant made a ward of the Court of Chancery? State the necessary steps to be taken, and the effect as regards his or her person and property.

11. In a case where a sole surviving trustee, who has alone under the settlement power to appoint a new trustee, refuses or has become incapable to act: describe the course proper to be adopted in order—1, to appoint a new trustee of real and personal estate subject to the trusts of the settlement; 2, to transfer the settled realty and personalty to the new trustee?

12. Describe briefly the jurisdiction of courts of equity in winding up a joint stock company, and state under what authority that jurisdiction arises?

13. A power of jointuring an intended wife, exercisable only by an appointor from time to time in receipt of the rents of a settled estate, is exercised by one expectantly entitled to receive the rents, but not in actual receipt of them: will equity in any, and what, circumstances uphold the jointure against the estate?

14. In the case of a partnership for a fixed term, can a court of equity, under any circumstances, decree a dissolution? In the case of a partnership at will, can a court of equity interpose, under any circumstances, to prevent a dissolution?

15. State generally the object and effect of the recent "County Courts Equitable Jurisdiction Act," 28 & 29 Vict. c. 99.

IV.—Bankruptcy and Practice of the Courts.

1. Explain the proceedings to be taken by a creditor to make his debtor bankrupt.

2. If one partner, in a firm of two or more, is separately adjudged bankrupt, what rights have the creditors of such partnership under such bankruptcy?

3. What are the rights of the assignees of such bankrupt against any debtor of the partnership, and how are such rights to be enforced, and by whom?

4. Explain the distinction between joint and separate estates in bankruptcy, and the rules for their administration.

5. Has a creditor of a firm who makes one of the firm bankrupt, any priority or right of election against the separate estate of the bankrupt, or in the event of the bankruptcy of the firm, their joint estate, and if so, state your opinion and the grounds of it?

6. What are the periods, after adjudication and advertisement of the bankruptcy in the *London Gazette*, that bankrupts in the United Kingdom, or in any other part of Europe, or if elsewhere at the date of the adjudication, can take proceedings to dispute or annul the fiat or the petition for adjudication?

7. State the mode, and course to be adopted on taking the administration of an estate, after adjudication, out of the Court of Bankruptcy—under the 110th section of the Bankruptcy Act, 1861.

8. The like under sections 185, 186, and 187.

9. What are the requisites to be ascertained in preparing a deed of arrangement under the 192nd section of the bankruptcy Act, 1861, having regard to the decisions of the Courts of Appeal, and in Error.

10. What conditions must be observed to make trust and other deeds for the benefit of creditors binding on creditors who decline to execute them?

11. Are there any creditors of a bankrupt entitled to be paid in full? If so, describe the nature of the debts, the persons entitled, and to what extent such debts are to be so paid?

12. What are the duties of official assignees distinct from the duties of the creditors' assignees?

13. What are the duties of the creditors' assignees, and within what periods are they to render their accounts, and to whom?

14. How long can a creditors' assignee keep more than £50 in his hands, belonging to a bankrupt's estate, without

incurring the liability of being debited with interest, and what is the rate of interest he is so liable to?

15. What is the meaning of the expression "title of the assignees by relation back?"

V.—Criminal Law and Proceedings before Magistrates.

1. Can there be accessories before and after the fact in treason, felony, and trespass?

2. Define an accessory before the fact, and illustrate your answer by an example?

3. Define an accessory after the fact, and illustrate your answer by an example?

4. Define "Burglary."

5. What is the function of a grand jury?

6. Of how many may a grand jury consist?

7. If A. steals a chattel in the county of Middlesex and is captured at Torquay with the stolen chattel in his possession, where may he be tried?

3. Is there any, and what, difference between taking fish illegally out of a pond adjoining a dwelling house, or in a private fishery elsewhere?

9. Is it any, and what, offence to take oysters and other fish within the limits of a private oyster fishery?

10. What is the effect of seizing the tackle of an angler who takes fish illegally during daylight?

11. If A. administers poison to B. in France, and B. dies in England, where can A. be tried?

12. If A. stab B. in England, and B. dies of the wound at sea, where may A. be tried?

13. If an offence is committed within the jurisdiction of the Admiralty, where may the offender be tried?

14. Specify the pleas which a prisoner may plead in bar.

15. By whom, and how, may a pardon be granted?

ANSWERS TO THE QUESTIONS AT THE MICHAELMAS TERM FINAL EXAMINATION.

By J. Bradford, LL.B., and W. Webb, Solicitor.

I.—Common and Statute Law and Practice of the Courts.

1. A workman who detains a chattel in respect of a lien which he has upon it cannot charge warehouse rent for keeping such chattel. The detention of the chattel is the exercise of a right for his own benefit, and must be assumed to be against the will of the owner, who cannot therefore be held liable to pay for such detention (See *Somes* v. *British Empire Shipping Company*, 8 Ho. of Lds. Cas. 338).

2. The goods of a guest at an inn are not liable to distress for the rent of the premises. The reason is that liability to such distress would be a serious interference with the ordinary course of business.

3. A contract of hiring and service between master and servant is dissolved by the death of the master, unless a special custom to the contrary can be proved (Manley Smith on Master and Servant, p. 125).

4. A master is not responsible for an injury happening to one of his servants in consequence of the negligence of another of his servants, provided the servants were engaged in one common employment or object and not exposed to unreasonable risks, and the master had endeavoured to select proper servants and had not knowingly acquiesced in the negligence. This principle applies even to railway companies and their servants (Ad. on Torts, 248; Sm. Man. 321).

5. Where an agent agrees to act for a firm for a term of years, the contract is dissolved by the death of one of the partners, as such death operates as a dissolution of the firm, and the agent cannot be bound to act for a firm which no longer exists. It would doubtless, however, be practicable to provide by the contract for the continuance of the agency, notwithstanding the alteration of the firm (See Sm. Mer. Law, p. 27).

6. The parties to sue *on the guarantee*, if it be such as can be legally enforced, must be the parties to whom it is given. If the question is to be construed strictly, it would appear that the guarantee is given without consideration, and would consequently be merely *nudum pactum*, from which no action arises.

7. It is necessary to file with a bill of sale an affidavit of the time of such bill of sale being made or given, with a description of the residence and occupation of the person making or giving the same, and of every attesting witness thereto (17 & 18 Vict. c. 36).

8. A bill of sale must be filed within twenty-one days from the making or giving thereof (17 & 18 Vict. c. 36).

9. By the 59th practice rule of Hilary Term, 1853, one day's notice of taxing costs, together with a copy of the bill and affidavit of increase (if any) shall be given by one attorney to the other (Markham, 3 ed. 236).

10. Oral evidence is not admissible to show that a promissory note, absolute on the face of it, is payable on a condition or contingency. This would be to allow parol evidence to vary or contradict a written contract which is contrary to one of the first principles of the law of evidence (Sm. Mer. Law, p. 208; *Besant* v. *Cross*, 10 C. B. 895).

11. By the County Courts Act, 9 & 10 Vict. c. 95, s. 120, it is provided that no other cause of action shall be joined in a summons with replevin (Sm. Man. 7 ed. 300).

12. Where A. has contracted to grant B. a lease and afterwards refuses to fulfil his contract, B. may (assuming the Statute of Frauds has been complied with) bring an action at common law for damages or file a bill in equity for specific performance and damages.

13. The plaintiff has the whole of the term next after the appearance is entered to declare in. If he does not declare within that time a four days notice may be served on him requiring him to declare, and in default of a declaration being delivered accordingly, judgment of *non. pros.* may be signed against him. If no such notice is served the plaintiff must declare within a year next after the service of the writ of summons or he will be deemed out of court, the action being at an end.

14. Where the defendant is within the jurisdiction the time for pleading in bar, unless extended by the Court or a judge, is eight days. A plea in abatement must be pleaded within four days.

15. By the 124th section of the Common Law Procedure Act, 1852, a writ of execution issued after that Act, if unexecuted, shall not remain in force for more than one year from the test of such writ, but it may, at any time before its expiration, be renewed by the party issuing it for one year from the date of renewal, and so on from time to time (Markham, 62).

II.—Conveyancing.

1. By the 15th section of the Wills Act, 1 Vict. c. 26, the legacy to C. is utterly void on account of his being one of the attesting witnesses; by the 17th section it is provided that an executor may be an attesting witness. The will is not further invalidated by such attestation.

2. The usual covenants for title upon a sale of a freehold estate differ from those in a mortgage of the same property in this respect—that the covenants in the former case are limited to the acts and defaults of the vendor, and of those persons through whom he acquired the property, if he did not acquire it by purchase for valuable consideration, whilst the covenants in the latter case are unlimited.

3. Formerly a release of part of the hereditaments charged with a rent-charge, extinguished the whole rent-charge; but by 22 & 23 Vict. c. 35, s. 10, it is enacted that such a release shall not extinguish the whole rent-charge.

4. A lessor usually enters into a qualified covenant in a lease for quiet enjoyment of the premises by the lessee, on his paying the rent and performing the covenants on his part, without any disturbance from or by the lessor or anyone lawfully claiming under him. The reason for this covenant being inserted is, that in its absence, an unqualified covenant for quiet enjoyment on the part of the lessor would be implied.

5. Gavelkind tenure chiefly prevails in the county of Kent. Its principal distinguishing features are, that, on the death of the person seised in fee, the lands descend to all his sons equally as co-parceners, and that his widow is entitled to a moiety thereof during her widowhood.

6. A parol lease of the right of sporting over an estate may be granted for any period not exceeding three years, but leases for any longer period must, under the provisions of the Statute of Frauds and 8 & 9 Vict. c. 106, be made by deed.

7. The lease will not merge in the case put in this question, because the term only vests in C. in his capacity of executor, whilst he is seised of the freehold in his own right, and it is essential in order that an estate may merge that both estates should be held in the same right.

8. The descent must be traced from B., the devisee; the 1st section of 3 & 4 Will. 4, c. 106, enacting that the descent

shall in every case be traced from the purchaser,—that is, one who has acquired property otherwise than by descent.

9. If the mortgagor fails to perform his covenant to insure the mortgaged buildings, the mortgagee may insure them himself and add the premiums paid for any such insurance to the principal money secured at the same rate of interest (23 & 24 Vict. c. 145, s. 11).

10. The effect of the settlement of the tithe rent-charge to the same uses as the land on which it is charged is that under 6 & 7 Will. 4, and 1 & 2 Vict. c. 64, the rent-charge will not merge unless some person who, under the settlement, is in possession of an estate for life in both the lands and the rent-charge, execute a deed or declaration under his hand and seal, disposing of the rent-charge so that it may be merged. Such a deed or declaration must be confirmed by the commissioners.

11. The estate tail will not merge in the remainder or reversion in fee simple. The reason for this rule is, that the object of the statute, *De Donis*, was to render estates tail inalienable, which they would not have been if tenants in tail could merge them by purchasing the fee simple.

12. An alien may hold pure personal estate, but not real estate, nor a chattel real, except a house or lands for his occupation for a term not exceeding twenty-one years, which exception is provided by 7 & 8 Vict. c. 66. The effect of a conveyance to an alien of an estate in fee is that it will be forfeited to the Crown on office found.

13. A.'s executors are entitled to a proportionate part of the January dividend from the date of the last dividend to the day of A.'s death, under 4 & 5 Will. 4, c. 22, unless there be an express provision to the contrary in the document by which the life interest in the stock was given to A., or such document was executed, or if a will came into operation, before the above-mentioned Act.

14. C. does not, by administering to the estate of A., the executor, become thereby the legal personal representative of the original testator. The contrary would be the case if C. had been appointed the executor of A. and had proved the will.

15. Where lands adjoin a river the soil of the river presumptively belongs to the owners of the adjoining lands up to the middle of the stream, but if the river be a tidal one the soil belongs to the crown.

III.—Equity and Practice of the Courts.

1. The principal heads of equitable jurisdiction are fraud, accident, mistake, trusts, administration, and specific performance. The jurisdiction is exclusive in the case of trusts (Sm. Man. Eq. 7).

2. (1) A Demurrer admits the facts as stated in the bill, and prays judgment thereon; (2) a Plea sets out facts not stated in the bill, but which, if therein stated, would render it demurrable; (3) an Answer is the defendant's reply to the interrogatories of the plaintiff, and generally also contains the defendant's statement of the facts whereon he relies. Where the plaintiff does not serve interrogatories, the defendant may state his case in what is called a voluntary answer; (4) a Disclaimer, as its name implies, is used where the defendant disclaims all right and interest in the subject-matter of the suit. A Traversing note puts in issue the whole facts in the suit, and may be filed where the plaintiff believes himself to be in a position to prove his case independently of the defendant.

3. Courts of equity only grant injunctions to prevent injustice or irreparable injury. *Ex parte* in cases of immediate and pressing danger, where, unless granted at once, the mischief intended to be prohibited will be so prejudicial to the applicant that the Court cannot afterwards set him right. If a party, originally entitled to an injunction, lays by and allows the violation of his rights to go on for a considerable time without objection, he will forfeit his title to an injunction, as equity discountenances laches. In exercising its jurisdiction by injunction the Court will, in certain cases, not only prohibit mischief, but it will also give compensation in respect of past mischief, as in the case of an infringement of a patent, where the Court will direct an account of defendant's profits, and that he pay the patentee damages equivalent thereto. (See also Sir Hugh Cairns' Act, 21 & 22 Vict. c. 27; Sm. Man. 7 ed. 394, *et seq*).

4. Courts of equity will relieve against the forfeiture of a lease on breach of covenant where the forfeiture appears to have been inserted merely to secure the performance of some act or the enjoyment of a right or benefit as the substantial object of the party interested therein, and if compensation can be made for the non-performance or want of enjoyment thereof—as in the case of a covenant to pay rent. But equity will not relieve in case of forfeiture imposed by statute, for that would be in contravention of the direct expression of the legislative will (Story, s. 1320, *et seq*).

By 22 & 23 Vict. c. 35, courts of equity are enabled to relieve against forfeitures incurred by breach of covenant to insure, except in cases where a previous forfeiture by the same person has been already waived, but only once in favour of the same person.

5. Assuming C. had no notice of B.'s mortgage when he lent his money, equity will tack both his incumbrances together in his favour, even though he purchased A.'s charge with notice of the second mortgage, so that B. will not be permitted to redeem A.'s charge without redeeming that of C. also, on the principle that where the equities are equal the law shall prevail (Sm. Man. Eq. 288).

6. The Court will marshall the securities in favour of B. so that A. in realizing his securities shall leave sufficient of Blackacre to answer B.'s mortgage, provided this course does not operate to A.'s prejudice (Sm. Man. Eq. 335).

7. An instance of the application of the rule that where there is equal equity the law must prevail, occurs where a purchaser for valuable consideration obtains the legal estate, having no notice of an equitable right of another person to the property, in which case equity will not interfere. Some other important maxims of equity are—that there is no right without a remedy; that equity will administer relief where it cannot or could not be obtained at law; that equity follows the law; *vigilantibus, non dormientibus æquitas subvenit*; that equality is equity; he who comes into equity must come with clean hands—and must do equity; equity looks on what ought to be done as if it was done; *qui prior est tempore potior est jure*. To give illustrations of these maxims would occupy more space than we can give, but the student can find ample illustrations in Smith's Manual of Equity.

8. A wife's equity to a settlement means the right which a wife has to have property to which she is entitled, and of which her husband cannot obtain possession without the aid of a court of equity, settled wholly or partially upon her and her children, unless she have already a competent settlement. The right may be enforced against the husband and those claiming under him, and also against persons who claim under herself, unless the deed has been duly acknowledged.

9. A court of equity can authorize a lease or sale of a settled estate under 19 & 20 Vict. c. 120, and 21 & 22 Vict. c. 77, provided such leases be made to take effect in possession within one year, and do not exceed twenty-one years for an occuption or agricultural lease, ninety-nine years for building lease, or forty years for mining lease or lease of water, &c., and that the best rent that can reasonably be obtained is reserved. Provided, also, that the interference of the Court is not excluded by the settlement The authorization of the Court is made by petition duly advertised.

10. An infant is made a ward of the Court of Chancery by filing a bill in relation to his or her person or property, or an application may be made in chambers, when a guardian will be appointed, the infant being thereby constituted a ward of Court. The effect as to person and property is that they are placed under the control of the Court (Sm. Man. Eq. p. 407).

11. Under the Trustee Act, 13 & 14 Vict. c. 60, a new trustee may be appointed by the Court of Chancery, upon a petition of the *cestui que trust*, and the Court will either direct the surviving trustee to transfer the settled property, or, in the event of his incapacity or refusal, may appoint some other person to transfer, or will make a vesting order, as may be most convenient.

12. Under the Companies Act, 1862, the Court of Chancery has jurisdiction to wind up a joint-stock company in the following cases:—(1) Where the company has passed a special resolution to be wound up under the direction of the Court; (2) when the company has not commenced business within a year, or suspends its business for that time; (3) whenever its members are reduced in number to less than seven; (4) whenever the company is unable to pay its debts; (5) whenever the Court is of opinion that the company ought to be wound up.

13. If the appointor subsequently comes into possession and receipt of the rents, equity will uphold the jointure against the estate.

14. In the case of a partnership for a fixed term the Court will decree a dissolution before the regular time, if by reason of the ill-feeling between the partners, or other circumstances, it is impracticable to carry on the undertaking at all, or according to the articles; also in cases of insanity, permanent incapacity, or gross misconduct of one of the partners, or if one of the firm was induced to enter into it by false representation. On the other hand, in the case of a partnership at will equity will intervene if a sudden dissolution is about to be made in ill-faith, and which would work irreparable injury (Sm. Man. Eq. 332).

15. The object and effect of the recent County Courts Equitable Jurisdiction Act, 28 & 29 Vict. c. 99, is to vest equitable jurisdiction in the county courts to administer estates and trusts, and to entertain suits for foreclosure or redemption, specific performance, the delivery up or cancelling of agreements, under the Trustee Relief Acts, for the maintenance or advancement of infants, dissolution or winding-up of any partnership, and to grant injunctions to stay proceedings at law to recover a debt proveable under an administration decree of the same courts, provided that in every such case the value of the property to be dealt with does not exceed £500. By ss. 18 and 19 an appeal is given to a vice-chancellor, and his opinion thereon is to be final.

IV.—Bankruptcy and Practice of the Courts.

1. The creditor may file a petition in the proper court against the debtor, who, in the case of a trader, on proof of the debt, trading, and act of bankruptcy, and in case of a non-trader on proof of the debt, and one of the acts of bankruptcy applicable to non-traders, will be adjudged bankrupt. In the case of a judgment creditor, a judgment debtor summons may be issued under the Act of 1861, on the hearing of which if the debtor does not pay, secure, or compound to the satisfaction of the creditor, the Court may adjudge him bankrupt. (See Sm. Bkcy. Man. p. 51.)

2. Where one partner, in a firm of two or more, is separately adjudged bankrupt, the creditors of such partnership, after exhausting the partnership property, will be entitled to prove against the separate estate for the balance, which may remain due, but after the debts proveable against such separate estate have been provided for.

3. The assignees of a bankrupt partner in a firm have no direct remedy against a debtor of the partnership. They are entitled to have the accounts of the partnership taken, and to receive what may appear to be due to the bankrupt's estate. As bankruptcy causes a dissolution of the partnership, the assignees of the bankrupt partner will be tenants in common with the solvent partners of the partnership effects; and any debtor of the firm will be liable to pay to such tenants in common (Sm. Mer. Law, p. 644).

4. Joint estate is property which belonged to the partners jointly. Separate estate is property which belonged to the individual members of the partnership, separately from the others. The rules of administration are that the joint estate shall be applied to the joint debts, the separate to the separate debts, and the surplus of each reciprocally to the unpaid claims on the other (Sm. Mer. Law, p. 644).

5. A creditor of a firm who makes one of the firm a bankrupt may prove against the separate estate of such bankrupt *pari passu* with his separate creditors if he choose to do so; or, in the event of the bankruptcy of the firm, he may, if he prefers, prove first against the joint estate. The reason is, that the petition of such joint creditor is in the nature of an execution for his debt against the separate estate of the bankrupt partner (Sm. Mer. Law, p. 645)

6. The periods within which, after adjudication and advertisement of the bankruptcy, a bankrupt can take proceedings to dispute or annul the adjudication, are, if the bankrupt is within the United Kingdom at date of adjudication, twenty-one days; if in any other part of Europe, three months; if elsewhere, twelve months.

7. If a proposal is made by a bankrupt which it appears to the major part in value of the creditors present ought to be accepted, or if they resolve that no further proceedings in bankruptcy should be taken, the meeting must be adjourned for fourteen days, notice of such resolution given to all the creditors, and, if at the adjourned meeting a majority in number representing three-fourths in value present so resolve, the proceedings must be suspended, and the estate administered as such majority shall direct.

8. At the first meeting after adjudication, or at any meeting for the purpose, of which ten days notice shall have been Gazetted, three-fourths in number and value of the creditors present or represented, may resolve to wind-up under a deed. The Registrar is to report this, within four days, to the Commissioner, and the bankrupt, or a creditor nominated by the meeting, applies to stay proceedings in the bankruptcy. The Court may then confirm the resolution, proceedings are temporarily stayed, a deed of arrangement signed by or on behalf of three-fourths in number and value of the creditors is produced, and, if satisfactory to the Court, a declaration of its complete execution is made by the Court, the deed is registered by the Chief Registrar, and the bankruptcy annulled (Sm. Man. Bkcy. 114).

9. In preparing a deed of arrangement under section 192 of the Bankruptcy Act, 1861, the framer must see that the deed is for the mutual benefit of all the creditors alike, and that it contains no unfair or unusual covenants.

10. A majority in number representing three-fourths in value of the creditors whose debts amount to £10 and upwards, must assent to the deed. It must be executed by the trustees, attested by a solicitor, left for registry with the Chief Registrar within twenty-eight days after its execution by the debtor. An affidavit by the debtor or some other person, or the trustees' certificate, that the right number of creditors have assented in writing, and of the amount of property comprised, must be delivered to the Chief Registrar. The deed must be duly stamped, and lastly, immediately on execution, possession of the property must be given to the trustees.

11. The Crown is entitled to be paid in full in respect of assessed taxes, not exceeding one year up to the 5th April next after the bankruptcy, and so parochial rates due at the time of adjudication. Friendly societies, savings banks, servants, clerks, and apprentices, are all to be paid in full, subject to certain restrictions, as to which see Sm. Mer. Law, 639.

12. The official assignee should take possession of the bankrupt's estate immediately after the adjudication and retain it until the creditors' assignee is appointed, and if any property of a perishable nature is seized it should at once be sold (Sm. Man. Bkcy. 54).

13. Upon the appointment of the creditors' assignee the bankrupt's estate vests in him, and he takes possession thereof from the official assignee. He must collect all debts over £10 due to the bankrupt, and the official assignee collects all under that sum. He must at the end of every three months render an account to the official assignee.

14. It is the duty of the creditor's assignees to pay all monies not necessarily retained for current expenses into the Bank of England to the account of accountant in bankruptcy, and, if he omit to do this, and has kept in his hands during one week more than £50 belonging to the estate, he may be charged interest at the rate of £20 per cent. on every balance improperly retained.

15. Where an act of bankruptcy has been committed, and it is followed by an adjudication, the assignees have a right to any of the bankrupt's estate, with the possession of which he has parted to a purchaser with notice of the act of bankruptcy since such act was committed; in such case the assignee's title has relation back to the act of bankruptcy.

V.—Criminal Law and Proceedings before Magistrates.

1. There can be no accessories—either before or after the fact—in treason or trespass. In felony there can be accessories of both classes, except in manslaughter, where there can be no accessories before the fact.

2. An accessory before the fact is one who, being absent at the committal of a felony, nevertheless procures, counsels, or commands another to commit it:—*e.g.*, the loan of a dagger to an assassin, with knowledge of the purpose to which it is to be applied.

3. An accessory after the fact is he who, knowing a felony to have been committed, receives, relieves, comforts, or assists the felon. This definition is in itself an example.

4. Burglary is defined by Sir Edward Coke to be "the breaking and entering into a mansion-house by night with intent to commit felony."

5. A grand jury sit at sessions of the peace, commissions of oyer and terminer and gaol delivery, and inquire whether there is sufficient *primâ facie* evidence to call upon a party against whom a bill of indictment has been preferred to answer it. They only hear the evidence of the prosecutor, and if they think the indictment a groundless one they indorse upon the bill of indictment "not a true bill," the bill

is then thrown out and the party accused discharged without further answer. If, however, they are satisfied of the truth of the accusation, they indorse "a true bill;" the indictment is then said to be found, and the party stands indicted.

6. A grand jury may consist of a maximum of twenty-three and a minimum of twelve good and lawful men of the county. A majority of the grand jury must agree—*i.e.*, not less than twelve (4 Steph. Com. 422).

7. He may be indicted, tried and punished for larceny either in the county of Middlesex or the county of Devon (24 & 25 Vict. c. 96, s. 114).

8. By statute 24 & 25 Vict. c. 96, s. 24, it is provided that whosoever shall unlawfully and wilfully take or destroy any fish in any water which shall run through or be in any land adjoining or belonging to the dwelling-house of any person being the owner of such water, or having a right of fishery therein, shall be guilty of a misdemeanor; and whosoever shall unlawfully take or destroy, or attempt to take or destroy, any fish in any water not being such as hereinbefore mentioned, but which shall be private property, or in which there shall be any private right of fishery, shall, on conviction thereof before a justice of the peace, forfeit and pay over and above the value of the fish taken or destroyed (if any) such sum of money not exceeding five pounds, as to the justice shall seem meet: provided that nothing hereinbefore contained shall extend to any person angling between the beginning of the last hour before sunrise, and the expiration of the first hour after sunset, but whosoever shall, by angling between those hours, unlawfully and wilfully take or destroy, or attempt to take or destroy, any fish in any such water as first mentioned shall, on conviction before a justice of the peace, forfeit and pay any sum not exceeding five pounds, and if in any such water as last-mentioned, he shall, on the like conviction, forfeit and pay any sum not exceeding two pounds as to the justice shall seem meet.

9. It is felony (24 & 25 Vict. c. 96, s. 26).

10. If any person is found fishing against the provisions of the Act 24 & 25 Vict. c. 100, the owner of the fishery may seize his tackle; but any person angling against the provisions of the Act between the beginning of the last hour before sunrise, and the expiration of the first hour before sunset, from whom his angling tackle shall be taken, shall be exempted from the payment of any demands or penalty for such angling (section 25).

11. It is assumed, as the question does not mention the contrary, that A. is resident in France at the time of his detection, he can therefore be tried there.

12. Statute 24 & 25 Vict. c. 100, s. 10, provides that such an offence may be dealt with, inquired of, tried, determined and punished, in the county or place in England in which the stab is given, in the same manner in all respects as if such offence had been wholly committed in that county or place.

13. Offences committed at sea, or within the Admiralty jurisdiction made by 4 & 5 Will. 4, c. 36, s. 22, and 7 & 8 Vict. c. 2, may be inquired of and determined in our own courts of assize, oyer and terminer, and gaol delivery. And in each of the Criminal Consolidation Acts, 1861, it is provided that all indictable offences mentioned in those Acts respectively, committed within the jurisdiction of the Admiralty, may be dealt with and tried in any place in which the offender shall be apprehended or be in custody.

14. Pleas in bar, which go to the merits of the indictment and give a reason why the prisoner ought to be discharged from the prosecution, are principally of four kinds; (1) a former acquittal; (2) a former conviction; (3) a former attainder; (4) a pardon (4 Steph. Com. 486).

15. A pardon can be granted by the Sovereign alone by virtue of the royal prerogative. As to the manner of pardoning, it must be under the great seal or warrant under the sign manual (4 Steph. Com. 554 *et seq.*).

COURT PAPERS.

ADMISSION OF ATTORNEYS.

Michaelmas Term, 1865.

The following days have been appointed for the admission of attorneys in the Court of Queen's Bench:—Friday, Nov. 24; Saturday, Nov. 25.

ADMISSION OF SOLICITORS.

The Master of the Rolls has appointed Saturday, the 25th of November, 1865, at the Rolls Court, Chancery-lane, at half-past three o'clock in the afternoon, for swearing in solicitors.

Every person desirous of being sworn in on the above day must leave his common law admission, or his certificate of practice for the current year, at the secretary's office, Rolls-yard, Chancery-lane, on or before Friday, the 24th inst.

The papers of those gentlemen who cannot be admitted at common law till the last day of term will be received at the secretary's office up to twelve o'clock at noon on that day, after which time no papers can be received.

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, November 16, 1865.

[*From the Official List of the actual business transacted.*]

GOVERNMENT FUNDS.

3 per Cent. Consols, 89½
Ditto for Account, Oct. 10—88⅞
3 per Cent. Reduced, 87⅝
New 3 per Cent., 87⅛
Do. 3½ per Cent., Jan. '94 —
Do. 2½ per Cent., Jan. '94 —
Do. 5 per Cent., Jan. '73 —
Annuities, Jan. '80 —
Annuities, April, '85, —
Do. (Red Sea T.) Aug. 1908 —
Ex Bills, £1000, 3 per Ct. dis
Ditto, £500, Do. dis
Ditto, £100 & £200, Do. dis
Bank of England Stock, 5½ per Ct. (last half-year) 250
Ditto for Account, —

INDIAN GOVERNMENT SECURITIES.

India Stock, 10½ p Ct. Apr. '74 219
Ditto for Account, —
Ditto 5 per Cent., July, '70, 105⅛
Ditto for Account, —
Ditto 4 per Cent., Oct. '88 97½
Ditto, ditto, Certificates, —
Ditto Enfaced Ppr., 4 per Cent. —
Ind. Enf. Pr., 4 p C., Jan. '72, —
Ditto, 5½ per Cent, May, '79, —
Ditto Debentures, per Cent., April, '64 —
Do. Do., 5 per Cent., Aug. '66, —
Do. Bonds, 4 per Ct., £1000, — pm.
Ditto, ditto, under £1000, — pm.

RAILWAY STOCK.

Shares.	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	93
Stock	Caledonian	100	127½
Stock	Glasgow and South-Western	100	111
Stock	Great Eastern Ordinary Stock	100	47
Stock	Do., East Anglian Stock, No. 2	100	8
Stock	Great Northern	100	127
Stock	Do., A Stock*	100	148
Stock	Great Southern and Western of Ireland	100	92
Stock	Great Western—Original	100	61½
Stock	Do., West Midland—Oxford	100	43
Stock	Do., do.—Newport	100	39
Stock	Do., do.—Hereford	100	106
Stock	Lancashire and Yorkshire	100	129⅛
Stock	London and Blackwall	100	90
Stock	London, Brighton, and South Coast	100	105
Stock	London, Chatham, and Dover	100	38
Stock	London and North-Western	100	125
Stock	London and South-Western	100	97
Stock	Manchester, Sheffield, and Lincoln	100	60¼
Stock	Metropolitan	100	135½
10	Do., New	£4:10	5¼ pm
Stock	Midland	100	125
Stock	Do., Birmingham and Derby	100	96
Stock	North British	100	62
Stock	North London	100	123
10	Do., 1864	5	6¾
Stock	North Staffordshire	100	75
Stock	Scottish Central	100	152
Stock	South Devon	100	58
Stock	South-Eastern	100	79¼
Stock	Taff Vale	100	151
10	Do, C	3	4 pm
Stock	Vale of Neath	100	104
Stock	West Cornwall	100	52

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

A rumour has been, for some time past, in circulation that the Stock Exchange Committee have resolved to discontinue the practice of appointing settling days for new companies, and to confine their censorial functions to granting or refusing such companies a place in the official list. These propositions have given universal satisfaction, and, in fact, a meeting is to take place shortly, when the matter is to undergo final and complete discussion. A resolution to the effect stated will be proposed by a member of the committee, whose popular suggestion, however, is to be met by a resolution from another member, who even seeks to render the functions of the committee in appointing settling days more strict than they have hitherto been. We need hardly add that so untenable a proposition will be sure to fail of success. It is preposterous that members of the Stock Exchange Committee, who may be personally interested in the appointing of a settling day for one company and the refusing of it to a rival company, are to determine these matters. Contracts for shares may, no doubt, even now be entered into without any reference whatever to the Stock Ex-

change Committee. But a custom is not easily departed from; a new company follows in the track of its predecessors, and makes its contracts in the same form. And hence an absolute necessity exists for the Committee to take the initiative in the matter and stop up this pitfall, at the bottom of which some of its own members may be possibly waiting to catch the unwary.

Our Bank Act may be still favourably contrasted with the results of the system adopted in France, for gold continues to be two-tenths dearer in Paris than in London. And, notwithstanding the concurrent demands of the American trade and of joint-stock speculation upon our loan market, the demand for discounts at the Bank has not been high during the week, and on the Stock Exchange the rate for loans on Tuesday last was as previously—only 5 per cent.

The recent retirement of Mr. Stewart from the secretaryship of the London and North-Western Railway Company, having been left wholly unexplained either by himself or the directors, has caused some slight sensation, which, doubtless, the shareholders will soon endeavour to remove.

The advices from Adelaide, South Australia, reach to the 27th September. Trade was then dull, yet money was easy, confidence prevailed, and the exports of the precious metals were on the increase. Indeed, the gold remittances now on their way from Australia amount to £1,024,000. Yet this pleasing intelligence has had no effect on the stock markets, the news from Jamaica and Chilli outweighing the grateful accounts from Australia. The consequences of the blockade of the Chilian ports are likely to be important, for out of 66,916 tons of copper ore imported last year, 20,664 were from Chilli.

Foreign securities tend to show further weakness. They rallied slightly on Wednesday morning, but the closing prices exhibited increased flatness.

The discount demands at the Bank, recently, have been less than the average amount. Yet, on Wednesday last, in the Stock Exchange, owing to the half-monthly settlement, and the payment also of a call amounting altogether to £400,000 on the shares of Overend, Gurney, & Co., short advances were in brisk demand at 6 per cent., being an advance of 1 per cent. on the previous rate. Among favourable influences are reports to the effect that the negociations for the Austrian loan have been broken off by Messrs. Rothschild & Baring, and that the war in Bhootan has been terminated. On the whole we think that a high rate of discounts is likely to prevail for some time, since very slight disturbing influences are found to raise the rate 1 per cent.

LEGAL WITTICISMS.—A very knotty point has been raised in Westminster Hall, consequent on the elevation of Mr. Justice Lush to the vacant seat in the Queen's Bench. It is said by some of the wags that there is a court on Inns-quay, Dublin, in which there is but one Christian, and they propose the question how many Christians there are at present in the Queen's Bench here. The Chief Justice is an Episcopalian, Mr. Justice Blackburn a Presbyterian, Mr. Justice Mellor an Independent, Mr. Justice Shee a Roman Catholic, and Mr. Justice Lush a Baptist. The name of the last-mentioned judge is too suggestive to have escaped forming the foundation of witticisms that seem to be considered very brilliant and telling. A lively young junior—a capital mimic in his way—informed an admiring circle of the briefless family that when the Lord Mayor came into the Queen's Bench in due time to invite the judges to the civic banquet, the chief addressed him in words to this effect—"Thank you much, my Lord Mayor. The congenial duty of partaking of your hospitality we will depute to our brother Lush."—*London Correspondent of the Daily Express.*

EXTRAORDINARY COINCIDENCES.—A priest named Watsel expired suddenly in the pulpit at Kreibitz, in Bohemia, a few days ago while preaching. He had just uttered the words, "Yes, there is a hell!" when he fell down insensible, and all efforts to restore animation were unavailing. "Persons curious in theatrical matters," says *Galignani*, "may remember that Palmer, the great English actor, when playing at Drury-lane in 1798, the principal part in the 'Stranger,' after uttering the words 'There is another and a better world!' sank down suddenly on the stage, and died instantaneously."

ACTIONS IN THE SUPERIOR COURTS—On Thursday Mr. Under-Sheriff Burchell, in two actions—one for £3 11s., and the other £3 14s.—gave a certificate for costs in one, on the application of Mr. Butler Rigby, and refused it in the other. He said the judges set their faces against actions brought in the superior courts for small sums.

AN EQUIVOCAL MARRIAGE.—The Preston parish church was the scene of a rather unusual occurrence on Monday morning, 13th inst. Whilst a "happy couple" were going through the matrimonial service, a female in hot haste made her way into the church, and rushing towards the communion rails, where the pair were standing, exclaimed, "I stop that wedding." The officiating minister was somewhat taken aback by this startling expression; but finding that the woman was the mother of the expectant bride, and that the latter had not attained the full age of maturity, he did not proceed further with the service. At the time the woman entered the church, the bridegroom had just uttered the words "With this ring I thee wed," but after a hasty consideration the minister informed the disappointed couple that they were not yet legally married. Since then, however, the matter has been discussed at a meeting of the clergy, and the unanimous decision they arrived at was, that the couple had been properly and lawfully married according to the rites of the Church. The parties, however, had not left their place of residence with the clerk, and up to our latest information, they had not received the gratifying intelligence that they are now, to all intents and purposes, man and wife.—*Preston Herald.*

The Duc d'Aumale and M. Levy, the publisher, have brought an action against the Prefect of Police in Paris for the seizure of the "History of the House of Conde." The trial in the Cour de Cassation began on Wednesday. Some sensation was caused in the court by the counsel for the Crown, M. Savary calling the Duke "le Sieur d'Aumale."

ESTATE EXCHANGE REPORT.

AT GARRAWAY'S.

Nov. 8.—By Messrs. EDWIN FOX & BOUSFIELD.

Freehold, 2 houses, being Nos. 2 and 3, Bridgewater-square, Barbican, producing £120 per annum—Sold for £2,510.

Freehold house, being No. 1, Artillery-passage, Widegate-street, Bishopsgate, let at £34 2s. per annum—Sold for £570.

Freehold beershop, known as The Old Anglers, No. 1, Frog-lane, Lower-road, Islington; 4 houses in the rear, Nos. 1 to 12, Angler's-gardens, and 2 cottages adjoining, estimated annual value £270—Sold for £740.

Freehold, 9 houses, some with shops, being Nos. 3, 9, 10, 12, 14, 15, 16, 17, and 18, Elizabeth-place, Ball's-pond-road; let on lease at a ground-rent of £40 per annum, but of the yearly value of £350—Sold for £1,005.

Freehold residence, being No. 3, Ockendon-road, Essex-road, Islington; let at £50 per annum—Sold for £705.

Freehold ground-rents, amounting to £33 per annum, secured upon 10 houses, Nos. 1 to 10, Cheshunt-terrace, Cheshunt, Herts—Sold for £940.

Freehold ground rent of £8 per annum, secured upon 4 messuages in the rear of the above—Sold for £130.

Freehold 30a 1r 10p of land, situate at Blean, near Dunkirk—Sold for £740.

Leasehold house with shop, being No. 309, Caledonian-road, let at £51 per annum; term 99 years from 1845, at £6 per annum—Sold for £970.

Leasehold, 2 houses, one with shop, being Nos. 392 and 394, Caledonian-road, producing £86 per annum; term 86 years from 1849, at £16 per annum—Sold for £1,015.

Leasehold house, being No. 15, Lyon-street, Caledonian-road; let at £34 per annum; term 99 years from 1845, at £6 per annum—Sold for £290.

Leasehold house, with shop, situate at the corner of Pratt-street, Camden-town; let at £28 per annum; also the interest in Nos. 43 to 45, Great College-street, and 19 to 21, Pratt-street, Camden-town; leased for the whole term at £18 ground-rents; term, 97 years from 1825, at £20 per annum—Sold for £500.

Nov. 13.—By Messrs. CHADWICK & SON.

Freehold premises, being No. 46, Gerrard-street, Soho, producing £109 4s. per annum—Sold for £1,285.

Nov. 14.—By Messrs. St. QUINTIN & NOTLEY.

Leasehold house, being Nos. 14 and 15, St. Swithin's-lane, Cannon-street, estimated annual value £650; terms, 21 years from 1851, at £85 per annum—Sold for £1,700.

Leasehold premises, being No. 2, Bishopsgate Churchyard; term, 21 years from 1858, determinable by lessors or lessees at the expiration of the first 7 or 14 years, at £120 per annum—Sold for £1,350.

Freehold stabling-yard and other premises, situate in the rear of Lacland-terrace, King's-road, Chelsea—Sold for £450.

By Messrs. DANIEL, CRONIN, & SONS.

Lease, &c., of the Griffin public-house, Villiers-street, Strand—Sold for £2,400.

Nov. 15.—By Messrs. FARRERBROTHER, CLARK, & Co.

Freehold manorial estate, known as Brambletye, containing nearly 1,300 acres, situate in the parish of East Grimstead, Sussex; also the manors of Sheffield Lingfield, Sheffield Grimstead, and Brambletye—Sold for £34,100.

Freehold premises and 2 cottages, situate in High-street, Mortlake; let at £30 per annum—Sold for £750.

Freehold premises, known as Nottingham Wharf, High-street, Mortlake; also coach house and stabling, with lofts and rooms over; let at £45 per annum—Sold for £1,360.

By Messrs. TOPLIS & ROBERTS.

Leasehold business premises, being No. 7, Princes-street, Cavendish-square; let at £180 per annum; term 52 years unexpired, at £40 per annum—Sold for £1,390.

Nov. 16.—By Messrs. KEMP.

Leasehold, 6 houses and business premises, being Nos. 32 to 37, Judd-street, Brunswick-square; producing £315 per annum; term, 99 years from 1807, at £10 10s. a house—Sold for £3,100.

By Messrs. CRAWTER.

Leasehold, 4 houses and shops, being Nos. 80, 83, 86, and 84, Offord-road, Barnsbury; producing £170 per annum; term, 70 years from 1840, at £32 per annum—Sold for £1,360.

By Mr. NEWDON.

Freehold house, being No. 8, Fulwood's-rents, Holborn; let at £26 per annum—Sold for £410.

Leasehold, 2 houses, being Nos. 82 and 84, Downham-road, De Beauvoir-town; producing £67 per annum; term, 73 years from 1845, at £7 7s. per annum—Sold for £790.

Leasehold residence, being No. 5, Prospect cottages, Thornhill-road, Barnsbury; term, 83 years from 1825, at £10 per annum—Sold for £795.

Leasehold stable with loft, situate in the Mews, in the rear of the above term, 80 years from 1828, at a peppercorn—Sold for £210.

Leasehold, 2 residences, being Nos. 1 and 2, Devonshire-villas, Thornhill-road, Barnesbury; producing £100 per annum; term, 23 years unexpired, at £7 per annum—Sold for £745.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BAKER—On Nov. 9, at Bishops Stortford, Herts, the wife of Henry Baker, Esq., Solicitor, of a daughter.

BUTLER—On Nov. 9, at Gloucester-terrace, Hyde-park, the wife of Spencer Butler, Esq., Barrister-at-Law, of a daughter.

CHING—On Nov. 14, at Tulse-hill, the wife of W. J. Ching, Esq., of a son.

HARLEY—On Nov. 9, at Harley-street, the wife of George Harley, Esq., M.D., F.R.S., of a son.

HARRISON—On Nov. 15, at Kensington-crescent, the wife of B. C. Harrison, Esq., Barrister-at-Law, of a son.

KEKEWICH—On Nov. 15, at Park-square, Regent's-park, the wife of Arthur Kekewich, Esq., Barrister-at-Law, of a son.

MAUGHAM—On Nov. 14, at Paris, the wife of R. O. Maugham, Esq., Solicitor, of a son.

THOMSON—On Nov. 15, the wife of the Hon. Mr. Justice Thomson, Supreme Court, Ceylon, of a son.

WEBB—On Nov. 13, at Avenue-rd, Regent's-park, the wife of the Rev. H. W. Webb, Esq., of a son.

MARRIAGES.

LABOUCHER—HALL—On Nov. 3, at St. Nicholas, Brighton, A. Labouchere, Esq., to Mary A. A. S., eldest daughter of A. Hall, Esq., M.D., Brighton.

WYCHE—MOXON—On Nov. 14, at St. Mark's, Kennington, the Rev. C. Eyre Wyche, Curate of All Saints, Lambeth, to Mary, eldest daughter of the late Henry Moxon, Esq., Solicitor, Tanfield-court, Temple.

WYMOND—FROST—On Nov. 4, at the high church of St. Mary Magdalene, Launceston, Thos. P. Wymond, Esq., of Saltash, to Mary Kingdon, eldest daughter of R. K. Frost, Esq., Solicitor, of Launceston.

DEATHS.

GEARY—On Nov. 9, at Winsor, H. Geary, Esq., Solicitor, aged 59.

WILLCOCK—On Nov. 13, Cleivion, Merionethshire, Mary A., wife of J. N. Willcock, Esq., Q.C., aged 55.

WINDECOTT—On Nov. 8, at Totness, Devon, suddenly, William Fabyan Windecott, Esq., sen., aged 57.

WORCESTER—On Oct. 27, at Cambridge, near Boston, Massachusetts, Joseph E. Worcester, LL.D., aged 81.

UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

BLOMBERG, FREDERICK WILLIAM, Rector of Shepton Mallett, Somerset, and REV. JOHN HEATH, D.D., High Master of St. Paul's School, both deceased. £123 4s. 2d. Consolidated £3 per Cent. Annuities—Claimed by Couchman Thomas Bornes, executor of said J. Heath.

BROOKS, WILLIAM, 6, Upper Capland-street, Lisson-grove, Coal Merchant, and MARY ANN BROOKS, his wife. £25 Reduced £3 per Cent. Annuities—Claimed by said W. Brooks and M. A. Brooks.

COOPER, FREDERICK JOHN, Cobham, Surrey, Esq. £2,280 Reduced £3 per Cent. Annuities—Claimed by F. J. Cooper.

DAVIES, OWEN GWYNN SAUNDERS, Esq., 38th Regiment, deceased. £327 17s. 5d. Reduced £3 per Cent. Annuities—Claimed by Arthur H. S. Davies, the administrator.

ROGERS, WILLIAM, of Penge, Surrey, Farmer, and JOHN ROGERS, of Selhurst, Croydon, Surrey, Farmer. £894 19s. 8d.—Claimed by W. Rogers.

SLEIGH, JAMES, JAMES STEWART WALLIS, and JOSHUA MALCHER BEACH, Chichester-rents, Chancery-lane. £50 New £3 per Cent Annuities—Claimed by E. H. Fane, administratrix.

STANLEY, JOHN, Graville, Havre, France. £127 12s. 6d. Consolidated £3 per Cent. Annuities—Claimed by said J. Stanley.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, Nov. 10, 1865.

LIMITED IN CHANCERY.

London Wharfing and Warehousing Company (Limited).—Petition for winding-up, presented Nov 3, directed to be heard before the Master of the Rolls on Saturday, Nov 18. Deane & Co, Gray's-inn, solicitors for the petitioner.

London Mercantile Discount Company (Limited).—Petition for winding-up, presented Nov 9, directed to be heard before Vice Chancellor Wood on Nov 18. Ashurst & Co, Old Jewry, solicitors for the petitioners.

TUESDAY, Nov. 14, 1865.

Axton Mining Company (Limited) —Order to wind up made by the Master of the Rolls on Nov 10. Beale, & Co, Birmingham, solicitors for the petitioners.

Patented Domestic Inventions Trading Company (Limited).—Order to wind up made by the Master of the Rolls on Nov 4. Oldman, Gray's-inn-sq, solicitor for the petitioner. Edward Hart, Moorgate-st, provisional official liquidator.

Steam Biscuit and Flour Company (Limited).—Petition for winding-up, presented Nov 13, directed to be heard before Vice Chancellor Kindersley on Nov 24. Crook, Fenchurch-st, solicitor for the petitioners.

Trent and Humber Ship Building Company (Limited).—Creditors are required, on or before Dec 2, to send their names and addresses, and the particulars of their debts or claims, to Francis Gamble, Parliament-st, Kingston upon-Hull, Public Accountant. Tuesday, Dec 12, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Friendly Societies Dissolved.

FRIDAY, Nov. 10, 1865.

Stone Sawyers Friendly Society, Hoop and Grapes Tavern, Broadway, Westminster. Nov 7.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Nov. 10, 1865.

Beynon, John, Adpar-hill, Cardigan, Esq. Dec 5, Beynon v Morris, V.C. Stuart.

Hall, John, Llanelly, Carmarthen, Maltster. Dec 11, De Winton v Hall, V.C. Stuart.

Jenkins, Eliza, Swansea, Glamorgan. Dec 8. Prosser v Jenkins, M.R.

Leigh, Jas, Bow-common, Bromley. Dec 11. Leigh v Leigh, V.C. Stuart.

Patten, Jas Coverdale, Leamington-rd-villas, Bayswater. Dec 10. Bon v Patten, V.C. Wood.

Willey, Mary, Canterbury, Widow. Dec 8. Kingsford v Willey, M.R.

TUESDAY, Nov. 14, 1865.

Coleman, Sophia Eliz, Chiswick, Widow. Dec 9. Coleman v Coleman, V.C. Stuart.

Cros, Jean Baptiste, Lpool, Stationer. Dec 15. Delarue v Bernard, M.R.

Hilton, Giles, Belvedere, Kent, Gent. Dec 2. Hanrott v Hilton, V.C. Kindersley.

Humphreys, Edwd, Nantwich, Cheshire, House Steward. Dec 4. Humphreys v Humphreys, V.C. Stuart.

Taylor, John, Birm, Stamper. Dec 6. Fairfax v Taylor, M.R.

Whittel, Eugene Thos Curzon, Upper Helmsley, York, Esq. Dec 7. V.C. Wood.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Nov. 10, 1865.

Atkinson, Benj, Clarborough, Nottingham, Shopkeeper. Dec 7. Marshall & Son.

Balam, Chas, Buckingham-st, Strand, Surveyor. Dec 16. Shepherd, College-hill.

Blyth, Hy David, Hamilton-pl, Piccadilly, Esq. Dec 31. Browning, Old Broad-st.

Boyle, Wm, Abney-park-ter, Stoke Newington, House Decorator. Jan 10. Fisher, Threadneedle-st.

Dew, Ann, Avebury, Wilts, Widow. Dec 21. Morris, Devizes.

Evans, Owen, Meline, Pembroke. Dec 9. Evans, Cardigan.

Fletcher, Frances, Bath, Widow. Dec 15. Little & Son, Bath.

Hill, Richd, Ickleton, Cambridgeshire, Farmer. Dec 15. Collin, Saffron Walden.

Hodgson, Jas, Birkenhead, Chester, Licensed Victualler. Dec 9. Moore, Birkenhead.

Holland, Thos, Hempsey, Worcester, Gent. Dec 2. Meredith, Worcester.

Hough, Wm, Hanover-sq, Middx, a retired Colonel in E. I. C. Jan 3. Williams & Brydges.

Inger, Geo, Nottingham, Gent. Dec 24. Burton & Browne, Nottingham.

Johnson, Wm, Hemel Hempsted, Hertford, Paper Maker. Jan 1. Grover & Stocken, Hemel Hempsted.

Laimbeer, Benj, Cromer-st, Brunswick-sq, Gent. Dec 31. Holcombe, Gt James-st, Bedford-row.

Marner, John, Attleburgh, Norfolk, Gent. Jan 6. Cockell, Attleburgh.

Ogden, Francis Barber, Lpool, Consul of the United States of America at the port of Bristol. Dec 1. Barlow & Smith, Birm.

Reseigh, Thos, Lombard-st, Gent. Dec 20. Ellis & Co, Cornhill.

Soames, Nathaniel, Warwick-gardens, Kensington, Esq. Dec 31. Satchell, Cheapside.

Townend, Thos, Brighton, Sussex, Esq. Dec 30. Cunliffe & Beaumont, Chancery-lane.

Wilkin, David, Brentwood, Essex, Dealer in German Yeast. Dec 19. Keays, Bedford-row, Gray's-inn.

Wormald, John, Brockworth Manor, Gloucester, Esq. Jan 1. Stacey, Southampton-st, Bloomsbury.

TUESDAY, Nov. 14, 1865.

Baker, Wm, Stoke-upon-Trent, Stafford, Esq. Jan 1. Keary & Shepard, Stoke-upon-Trent.

Brittain, Richd, Birm, Rope Manufacturer. Dec 9. Cottrell, Birm.

Burgum, Martha, Ledbury, Hereford. Jan 1. Masefield & Sons, Ledbury.

Grimston, Hy, Estouteville, Etton, York, Esq. Jan 1. Shepherd & Co, Beverley.

Hamer, Jas, Salford, Lancaster, Labourer. Dec 2. Briggs & Bailey, Bolton.

Hellmann, Christian, Regent-st, Esq. Feb 15. Freshfields & Newman, Bank-buildings.

Higgins, Thos Chas, Furvey House, Bedford, Esq. Feb 9. Iliffe & Co, Bedford-row.

Hipgrave, Geo, Gun Hotel, Dover, Innkeeper. Dec 30. Elwin & Son, Dover.

Hodgson, Margaret, otherwise Power, Royal Mortar Tavern, Woolwich. Ellis & Co, St Michael's-alley, Cornhill.

Hutchinson, Anthony, Kirkby Stephen, Westmorland, Gent. Nov 30. Preston, Kirkby Stephen.

Johnson, Wm, Hungerfield, Easenhall, Warwick, Boat Owner. Dec 1. Harris, Rugby.

Jones, Thos, Cwm Mole, Llanbadarney-Garrey, Radnor, Tailor. Dec 12. Kough, Shrewsbury.

Martin, Rev Harry, Combeinteignhead, Devon, Clerk. Dec 25. Sole & Co, Aldermanbury.

Massey, Augustus Shakespear Oliver, Hill-st, Berkeley-sq, Esq. Jan 1. Sladen, Parliament-st, Westminster.

Owen, Catharine, Trewynne, Anglesey, Widow. Dec 1. Pritchard, Llwydiarth Esgob, Bangor.

Peachey, Jas, Paul's-rd, Canonbury, Gent. Jan 15. Mullens, Cheapside.

Pitt, Walter, Ledbury, Hereford, Ironmonger. Jan 1. Masefield & Sons, Ledbury.
Sharp, Wm, Cleckheaton, Birstal, York, Currier. Dec 30. Chambers & Chambers, Brighouse.
Tyrrell, Timothy, Herne Bay, Kent, Gent. Feb 28. Paine & Layton, Gresham-house, Old Broad-st.
Waterton, Chas, Sandall Magna, York, Esq. Jan 1. Harrison & Smith, Wakefield.
Woodruff, Chas Stephen, Margate, Kent, Licensed Victualler. Dec 13. Mackeson & Goldring, Lincoln's-inn-fields.
Wright, Murrell, Sunninghill, Berks, Retired Auctioneer. Dec 31. Brown & Fletcher, Maidenhead.

Assignments for Benefit of Creditors.

TUESDAY, Nov. 14, 1865.

Morton, Anthony, East Retford, Nottingham, Joiner. Nov 13. Plaskitt, Gainsborough.
Cowley, John Philip, Lpool, Timber Dealer. Oct 28. Harvey & Co, Lpool.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Nov. 10, 1865.

Andrew, Peter, Salford, Lancaster, Cotton Waste Dealer. Oct 19. Comp. Reg Nov 9.
Brown, Benj, Tipton, Stafford, Ironfounder's Manager. Nov 6. Asst. Reg Nov 10.
Burleigh, Wm, Fairfield-rd, Bow, Chemist. Nov 2. Comp. Reg Nov 7.
Burton, Wm, Langley, Norfolk, Farmer. Oct 10. Asst. Reg Nov 7.
Chaster, Skelton, South Collingham, Nottingham, Farmer. Oct 12. Asst. Reg Nov 7.
Cockson, Chas, Cobridge, Stafford, China Manufacturer. Oct 16. Asst. Reg Nov 10.
Collinson, John, Wakefield, York, Rag Merchant. Oct 24. Asst. Reg Nov 8.
Cox, Geo. St Michael's-alley, Cornhill, Tobacconist. Oct 28. Asst. Reg Nov 10.
Davidson, Wm, St Jonn-street-rd, Clerkenwell, & Fredk Burgess Upton, Walthamstow, Essex, Silver Cutlers. Oct 27. Comp. Reg Nov 8.
Davies, Thos, Llangollen, Denbigh, Hotel Keeper. Oct 28. Comp. Reg Nov 8.
Dilnot, Geo, Herne Bay, Kent, Grocer. Oct 24. Asst. Reg Nov 7.
Dodsworth, Coultas, Wm Smith, & Jas Robson, Haydon Bridge, Northumberland, Ironfounders. Oct 9. Asst. Reg Nov 6.
Dowsett, Eliz Susanna Cave, Scouler-st, Poplar. Nov 7. Comp. Reg Nov 7.
Eastwood, Jonathan, Huddersfield, York, Fruiterer. Oct 18. Comp. Reg Nov 7.
Evans, Geo, Tipton, Stafford, Ironfounder. Oct 22. Asst. Reg Nov 10.
ferro, Ramon de Silva, Cornwall-rd, Paddington, Merchant. Nov 7. Comp. Reg Nov 10.
Gardner, Urban, Bankside, Southwark, Manager to an Iron Merchant. Nov 6. Comp, Reg Nov 8.
Hall, John Machen, Sheffield, York, Painter. Oct 21. Asst. Reg Nov 10.
Hanson, Chas, jun, Batley, York, Clock Maker. Oct 11. Asst. Reg Nov 7.
Hicks, Wm, Southborough-rd, South Hackney, Solicitor. Nov 4. Comp. Reg Nov 7.
Holland, Hy, Chesterfield, Derby, out of business. Oct 24. Comp. Reg Nov 8.
Hurd, John Ambrose, West-town, Backwell, Somerset, Grocer. Oct 16. Conv. Reg Nov 8.
Hyams, Hy, Union-st, Bishopsgate, Clothier. Oct 23. Comp. Reg Nov 9.
Jones, Nathaniel, Boughton, Northampton, Farmer. Oct 17. Asst. Reg Nov 10.
King, Alf, & John Soar, Nottingham, Lace Makers. Nov 2. Asst. Reg Nov 8.
Lockwood, John, Crosland Moor, York, Brewer. Oct 14. Asst. Reg Nov 9.
Logan, Wm Hugh, Berwick-upon-Tweed. Nov 1. Asst. Reg Nov 9.
Mason, Edwd Walter, Gossette-st, Bethnal-green, Carman. Nov 1. Comp. Reg Nov 8.
McMurdo, Robt, Cardiff, Travelling Draper. Oct 16. Conv. Reg Nov 8.
Ombler, Hy Wm, Ballsall-heath, Worcester, Chemist. Oct 28. Comp. Reg Nov 10.
Piper, Caroline Catherine, St John's-wood, Schoolmistress. Nov 4. Comp. Reg Nov 8.
Purday, Jas, Gt Yarmouth, Foreman in an Iron Foundry. Oct 27. Comp. Reg Nov 9.
Richmond, Geo Appleby, Newcastle-upon-Tyne, Tanner. Oct 17. Inspectorship. Reg Nov 7.
Ross, Chas Harry, Somerset House, Clerk. Oct 10. Comp. Reg Nov 7.
Rowe, John, & Saml Rowe, Manch, Ironmongers. Oct 25. Comp. Reg Nov 9.
Samuel, Lyon, St Mary Axe, Jeweller. Nov 2. Comp. Reg Nov 4.
Whisker, John, Kingston-upon-Hull, Builder. Nov 4. Comp. Reg Nov 8.
Willis, Robt, New-inn, Strand, Solicitor. Nov 4. Comp. Reg Nov 10.
Wright, Edwin, Brighton, Sussex, Gent. Oct 28. Comp. Reg Nov 8.
Wright, Hy, Watford, Herts, Modeller. Oct 28. Comp. Reg Nov 9.

TUESDAY, Nov. 14, 1865.

Banwell, Chas Wm, Thame, Oxford, Draper. Oct 16. Asst. Reg Nov 11.
Barnard, Hy, Gt Dunmow, Essex, Farmer. Oct 20. Assurance. Reg Nov 13.
Barriball, Thos, Bristol, Currier. Nov 2. Comp. Reg Nov 11.
Bayley, Geo, Macclesfield, Chester, Cheneille Manufacturer. Nov 3. Comp. Reg Nov 13.
Bennett, Thos, & Arthur Thos Becks, Birm, Iron Manufacturers. Oct 16. Asst. Reg Nov 10.
Bickerton, Geo, Handsworth, Stafford, Wheelwright. Nov 7. Asst. Reg Nov 11.
Bolton, Jonathan, & Wm Bolton, Church-st, Shoreditch, Grocers. Nov 10. Comp. Reg Nov 13.
Bond, John, Bishops Waltham, Southampton, Tanner. Nov 9. Comp. Reg Nov 14.
Bracegirdle, Joseph Andrew, Wem, Salop, Farmer. Nov 9. Comp. Reg Nov 11.
Bridge, John, Little Bolton, Lancaster, Joiner. Oct 27. Comp. Reg Nov 13.
Brundish Andrew, Worcester, Photographer. Nov 3. Comp. Reg Nov 13.
Cottrell, Jas Hodges, Birm, Seedsman. Oct 20. Comp. Reg Nov 13.
Cumberland, Hy Jas, London-wall, Comm Agent. Oct 24. Comp. Reg Nov 8.
Dixon, Joseph, Snutterby, Lincoln, Farmer. Oct 17. Asst. Reg Nov 13.
Entwistle, Golden, Sheffield, Provision Dealer. Nov 3. Comp. Reg Nov 13.
Gorton, Jas, Manch. Nov 8. Comp. Reg Nov 13.
Griffiths, David, Tilley-st, Spitalfields, Cowkeeper. Oct 28. Comp. Reg Nov 14.
Hicks, Geo, Chichester-st, Harrow-rd, out of business. Oct 17. Comp. Reg Nov 13.
Jardine, Wm, Halifax, York, Tobacco Manufacturer. Oct 16. Comp. Reg Nov 13.
Jones, Thos, Tipton, Stafford, Draper. Oct 17. Asst. Reg Nov 14.
King, Walton, Stroud, Gloucester, out of business. Oct 17. Comp. Reg Nov 11.
Kinsey, David Paine, Newtown, Montgomery, Watch Maker. Oct 20. Comp. Reg Nov 11.
Linnell, Geo Lionel, Hanley, Stafford, Attorney's Clerk. Oct 17. Comp. Reg Nov 13.
Loftus, Geo Wm, Old Cavendish-st, Esq. Oct 30. Comp. Reg Nov 10.
Manfield, Wm Leonard, Thirsk, York, Tailor. Oct 17. Asst. Reg Nov 13.
McKenzie, Wm, Shrewsbury, Travelling Draper. Oct 23. Asst. Reg Nov 10.
Meakin, Chas, Mile-end-rd, Draper. Oct 16. Asst. Reg Nov 10.
Merchant, Jonah, Margam, Glamorgan, Draper. Oct 19. Asst. Reg Nov 11.
Patrick, Richd, High-st, Wapping, Wharfinger. Oct 21. Comp. Reg Nov 11.
Powles, Evelyn Ward, Cornhill, Underwriter. Oct 18. Asst. Reg Nov 13.
Reilly, Wm Chas, Hampstead, Middx, Chemist. Nov 3. Comp. Reg Nov 11.
Richards, John Paull, Bognor, Sussex, Upholsterer. Oct 25. Asst. Reg Nov 11.
Richardson, Robt, Duke-st, Aldgate, Hat Manufacturer. Oct 23. Comp. Reg Nov 14.
Spitzer, Josea, Clifton-rd, Peckham, out of business. Oct 23. Comp. Reg Nov 14.
Staniforth, Joseph Elanham, Crewe, Chester, Mercer. Nov 1. Asst. Reg Nov 10.
Thomson, Jas, Lpool, Tailor. Oct 27. Comp. Reg Nov 13.
Townend, John, Milk-st, Warehouseman. Nov 7. Comp. Reg Nov 14.
Tow, Wm, Munster-st, Regent's-park, Bootmaker. Oct 30. Asst. Reg Nov 13.
Walton, Geo, Smethwick, Stafford, Builder. Oct 31. Asst. Reg Nov 11.
Zeffertt, Israel, Devonport, Devon, Outfitter. Nov 6. Comp. Reg Nov 11.

Bankrupts.

FRIDAY, Nov. 10, 1865.

To Surrender in London.

Abbott, Wm, Millbank-st, Westminster, Painter. Pet Oct 31. Nov 21 at 1. Wake, Basinghall-st.
Allan, John Marr, Lillypot-lane, Cement Manufacturer. Pet Nov 6. Nov 27 at 11. Templeman, Aldermanbury Postern.
Ambler, Richd, Camden-town, Cheesemonger. Pet Nov 6. Nov 23 at 1. Cooke, King-st, Cheapside.
Barnes, Wm, Shefford, Bedford, Potato Merchant. Pet Oct 30. Nov 23 at 2. Poole, Bartholomew-close.
Bliss, Thos, Coburg-rd, Old Kent-rd, out of business. Pet Nov 6. Nov 27 at 11. Beard, Basinghall-st.
Boulton, Felix Warren, Herongate, Essex, Market Gardener. Pet Nov 7. Nov 23 at 2. Preston, Basinghall-st.
Brame, Wm, Charles-st, Caledonian-rd, Clerk. Pet Nov 6. Nov 29 at 11. Olive, Lincoln's-inn-fields.
Buck, Benj, Romford, Essex, out of employment. Pet Nov 6. Nov 27 at 11. Chalk, Coleman-st.
Budd, Hannah Mary, Croydon, Surrey, Schoolmistress. Pet Nov 8. Nov 29 at 2. Hall, Coleman-st.
Carter, Stephen Johnson, Wells-st, Hackney, Tailor. Pet Nov 4. Nov 23 at 1. Rigby, Sise-lane.
Clarke, Edwd Oxley, Driffield-rd, Victoria-park, Licensed Victualler. Pet Nov 6. Nov 23 at 1. Clarke, Aylesbury, Bucks.
Collett, John, Coombe, Oxford, Licensed Victualler. Pet Nov 7. Nov 23 at 2. Edwards, Cannon-st.
Courtenay, Edwin, Lincoln-st, Bow, Master Mariner. Pet Nov 6 (for pau). Nov 29 at 12. Hall, Coleman-st.
Crummack, Thos, Rotherfield-st, Islington, Commercial Traveller. Pet Nov 7. Nov 27 at 1. Beard, Basinghall-st.
Curtis, John Cuthbert King, Old Kent-rd, Baker. Pet Nov 7. Nov 22 at 3. Angell, Guildhall-yard.
Davis, Arthur James, Swan-lane, Rotherhithe, Barman. Pet Nov 6. Nov 23 at 1. Hall, Coleman-st.
Demett, Cecile, Portman-sq, Dressmaker. Pet Nov 8. Nov 29 at 2. Lewis, Great Marlborough-st.
Dunbar, Alex Stephen, Tavistock-sq, out of business. Pet Nov 6. Nov 22 at 2. Venning & Co, Tokenhouse-yard.
Fanch, Thos Edw, Dorset-house, Holloway, Cheesemonger. Pet Nov 6. Nov 27 at 12. Munday, Basinghall-st.
Flowers, Jas, Wimblington, Cambridge, Farmer. Pet Nov 7. Nov 27 at 12. Sole & Co, Aldermanbury.
Forse, Frank John, Upper Islington-ter, Barnsbury, Seal Engraver. Pet Nov 2. Nov 23 at 12. Waldron, Conduit-st.

Green, Oliver Hitchings, The Terrace, Kensington, Coach Builder. Pet Nov 7. Nov 27 at 1. Haynes, Serle-st.
Groves, Hy, Soho-sq, Middx, Engraver. Pet Nov 4. Nov 22 at 2. Doyle, Gray's-inn.
Head, Philip, Norwich, Norfolk, Coal Merchant. Pet Nov 4. Nov 23 at 2. Sole & Co, Aldermanbury.
Hoffenbacher, John, Stockwell, Surrey, Bread Baker. Pet Nov 8. Nov 27 at 1. Munday, Basinghall-st.
Holden, Chas, Fore-st, out of business. Pet Nov 7. Nov 23 at 2. Kidder, Gray's-inn-rd.
Hussey, John, Cheapside, Comm Agent. Pet Nov 4. Nov 23 at 12. George & Co, Size-lane.
Lewis, Richd Limbury, Prisoner for Debt, London. Pet Nov 6 (for pau). Nov 23 at 11. Earle, Bedford-row.
Lupton, John, Gray's-inn-rd, Funeral Carriage Master. Pet Nov 7. Nov 27 at 12. Fraser & May, Soho.
Marks, Louis, Poultry, Merchant. Pet Oct 28. Nov 23 at 2. Abrahams, Gresham-st.
Mearns, John, Surbiton, Surrey, Customs Clerk. Pet Nov 2. Nov 21 at 2. Binns, Trinit.-sq, Southwark.
Moore, Wm, Godstone, Surrey, Lincensed Victualler. Pet Nov 4. Nov 27 at 11. Fowke, James-st, Adelphi.
Morgan, Hy, Bedford-sq, St James's, Gent. Pet Nov 7. Nov 29 at 12. Murray, Gt St Helens.
Nicholls, Nathaniel Horick John, Pentonville-rd, Gent. Pet Nov 7. Nov 27 at 12. Goldrick, Strand.
Norris, John Thos, Aldersgate-st, Printer. Pet Nov 6. Nov 23 at 1. Linklaters & Co, Walbrook.
Oliver, Martha, Euston-sq, Milliner. Pet Nov 4. Nov 22 at 2. Waldron, Lamb's Conduit-st.
Oliver, Wm, Amen-corner, Publisher. Pet Nov 1. Nov 27 at 1. Chidley, Old Jewry.
Peacock, John, Prisoner for Debt, London. Pet Nov 7. Nov 23 at 1. Peverley, Coleman-st.
Player, Geo, Euston-rd, Shoemaker. Pet Nov 7. Nov 29 at 12. Hall, Coleman-st.
Shrapnel, Hy Squires, Prisoner for Debt, London. Pet Nov 6 (for pau). Nov 27 at 12. Dobie, Guildhall-chambers.
Solomon, Solomon, North-st, Bethnal-green, Dealer in Sponge. Pet Nov 7. Nov 29 at 1. Hall, Lincoln's-inn-fields.
Tildesley, John, North Hyde, Licensed Victualler. Pet Nov 8. Nov 27 at 1. Marshall, Lincoln's-inn-fields.
Vickers, Wm, Prisoner for Debt, London. Pet Nov 8 (for pau). Nov 28 at 11. Goatley, Covent-garden.
West, John Gill, Forncett-St-Peter, Norfolk, Draper. Pet Nov 8. Nov 27 at 2. Tillett, Norwich.
Wisdom, Geo, Union-st, Hackney-rd, out of business. Pet Nov 8. Nov 27 at 1. Peverley, Coleman-st.

To Surrender in the Country.

Bagley, Thos, Seisdon, Stafford, Commercial Traveller. Pet Oct 26. Wolverhampton, Nov 20 at 12. Bartlett, Wolverhampton.
Balment, Thos, Marwood, Devon, Farmer. Pet Nov 6. Barnstaple, Nov 22 at 11. Finch, Barnstaple.
Barron, Chas, Lpool, Ship Broker. Pet Nov 7. Lpool, Nov 22 at 11. Miller & Peel, Lpool.
Bell, Wm, Hesket, Cumberland, Beerhouse Keeper. Pet Nov 7. Carlisle, Nov 27 at 11. Wannop, Carlisle.
Bellamy, Wm, Sawtry St Judith, Huntington, Calf Dealer. Pet Nov 8. Huntingdon, Nov 28 at 12. Hunt, Cambridge.
Billington, Mary Anne, East Retford, Nottingham, Milliner. Pet Nov 6. Leeds, Nov 24 at 12. Broomhead, Sheffield.
Blanks, Robt, Maldon, Essex, Gunsmith. Pet Nov 7. Maldon, Nov 23 at 10. Skipper, Halstead.
Bray, Wm Trickey, Bampton, Devon, Innkeeper. Pet Nov 7. Tiverton, Nov 21 at 11. Loosemore, Tiverton.
Brenholz, Hy Davis, Lpool, Jeweller. Pet Nov 2. Lpool, Nov 22 at 12. Best, Lpool.
Browning, Edwin, Prisoner for Debt, Bristol. Adj Nov 7. Bristol, Nov 24 at 12.
Clark, Wm, Wolverhampton, Stafford, Journeyman Blacksmith. Pet Oct 11. Wolverhampton, Dec 11 at 12. Langman, Wolverhampton.
Clifford, John, Stalybridge, Lancaster, Brick Manufacturer. Pet Nov 7. Ashton-under-Lyne, Nov 23 at 12. Shaw, Stalybridge.
Colemere, Ann, Ellesmere, Salop, Grocer. Pet June 8. Birm, Nov 27 at 12. Hodgson & Son, Birm.
Collins, John, Oldbury, Worcester, Cattle Dealer. Pet Nov 8. Birm, Nov 27 at 12. Hodgson & Son, Birm.
Duck, Geo Wm, Bradford, Wilts, Baker. Pet Nov 9. Bradford, Nov 20 at 10. Shrapnell, Bradford,
Evans, Jas, Newport, Monmouth, Beerhouse keeper. Pet Oct 26. Newport, Nov 21 at 11. Bradgate, Newport.
Evans, Wm, Prisoner for Debt, Glamorgan. Pet Nov 7. Bristol, Nov 21 at 11. Simons & Morris, Swansea.
Farrell, John, Lpool, Licensed Emigration Agent. Pet Nov 8. Lpool, Nov 21 at 3. Gray, Lpool.
Fish, Jas, Bristol, Licensed Victualler. Pet Nov 3. Bristol, Nov 22 at 11. Parnall & Salt, Bristol.
Flood, John, Crewe, Chester, Draper. Pet Nov 6. Crewe, Nov 30 at 10. Tunstall, Crewe.
Foster, Edwd Frith, Sheffield, York, Clothier. Pet Nov 8. Sheffield, Nov 23 at 1. Binney, Sheffield.
Francis, Jas, Swansea, Glamorgan, Bargeman. Pet Nov 7. Swansea, Nov 20 at 2. Field, Swansea.
Goodale, Herbert, Crich, Derby, Draper. Pet Sept 4. Birm, Nov 21 at 11. Brewster, Nottingham.
Greathead, Thos, Nettleham, Lincoln, Farmer. Pet Nov 7. Leeds, Nov 29 at 12. Toynbee, Lincoln.
Hewer, Chas, Fordington, Dorset, Bricklayer. Adj July 10. Dorchester, Nov 27 at 11. Weston, Dorchester.
Hill, John Jackson, Ross, Hereford, Innkeeper. Pet Nov 6. Ross, Nov 23 at 12. Williams, Ross.
Hill, Wm, Lpool, Horse Breaker. Pet Nov 7. Lpool, Nov 27 at 3. Henry, Lpool.
Hudson, John Hartley, Harrogate, York, Lodging-house Keeper. Pet Oct 30. Leeds, Nov 20 at 11. Blackburn & Son, Leeds.
James, John, Christchurch, Monmouth, Painter. Pet Nov 8. Newport, Nov 21 at 11. Graham, Newport.
Jordan, Saml, Bristol, Dentist. Pet Nov 6. Bristol, Nov 24 at 12. Brittan & Son.
Kastell, Fredk, Truro, Cornwall, Builder. Pet Nov 4. Truro, Nov 22 at 3. Marshall, Truro.
Leggatt, Wm Alphonse, Newcastle-upon-Tyne, Professor of Music. Pet Nov 2. Newcastle, Nov 25 at 10 Bousfield.
Lumb, Alf, Lpool, Pawnbroker. Pet Nov 8. Lpool, Nov 28 at 11. Best, Lpool.
Male, Simeon, Dartmouth, Devon, Grocer. Pet Nov 6. Exeter, Nov 20 at 1. Flood, Exeter.
Martell, Richd Thos, Landport, Hants, Engineer in the Royal Navy. Pet Nov 6. Portsmouth, Nov 22 at 11. White, Portsea.
McIntosh, David, Aston, Birm, Comm Agent. Pet Nov 7. Birm, Dec 11 at 10. East, Birm.
Morris, Charlotte Anne, Swansea, Schoolmistress. Pet Nov 1. Swansea, Nov 20 at 2. Tripp, Swansea.
Murray, John, Truro, Cornwall, Miller. Pet Nov 7. Truro, Nov 22 at 3. Marshall, Truro.
Popjoy, Joshua Joseph Bird, Prisoner for Debt, Lancaster. Pet Oct 30 (for pau). Lancaster, Nov 24 at 12. Gardner, Manch.
Punt, Isaac, California, Ipswich, Labourer. Pet Nov 6. Ipswich, Nov 20 at 11. Pollard, Ipswich.
Russell, Chas Jhons, Prisoner for Debt, Bristol. Pet Nov 8 (for pau). Bristol, Nov 24 at 12.
Sheath, Wm Hy, Southsea, Hants, Grocer. Pet Nov 4. Portsmouth, Nov 22 at 11. Stening, Portsea.
Shipton, Hy, Prisoner for Debt, Stafford. Pet Nov 8. Stafford, Nov 27 at 11. Brough, Stafford.
Spencer, Chas Bingham, Witherley, Leicester out of business. Pet Nov 8. Birm, Nov 27 at 12. Wood, Birm.
Stanley, Jonathan, Nottingham, Coal Dealer. Pet Nov 7. Birm, Nov 21 at 11. Maples, Nottingham.
Staniforth, Joseph Elanhan, Crewe, Chester, Mercer. Pet Nov 6. Lpool, Nov 23 at 12. Cooper, Congleton.
Stevens, Thos, Prisoner for Debt, Bristol. Adj Nov 8 (for pau). Nov 24 at 12.
Strawson, John, Lincoln, Eating-house Keeper. Pet Nov 6. Lincoln, Nov 21 at 11. Brown & Son, Lincoln.
Taylor, Edwd, Llanstadwell, Engineer R.N. Pet Nov 4. Pembroke, Jan 8 at 10. Parry, Pembroke.
Terrell, Hy, Whitwick, Leicester, Builder. Pet Nov 6. Ashby-de-la-Zouch, Nov 22 at 11. Dewes, Ashby-de-la-Zouch.
Thompson, Johnson, Sunderland, Durham, Joiner. Pet Nov 8. Newcastle-upon-Tyne, Nov 24 at 12. Brignal, jun, Durham.
Walker, Wm, Bristol, Ironmonger's Assistant. Pet Nov 7. Bristol, Nov 24 at 12. Clifton.
Webb, Matilda Josephine, Hastings, Sussex, Lodging-house Keeper. Pet Nov 8. Hastings, Nov 25 at 11. Bilton, Hastings.
Whittaker, Thos, Habergham Eaves, Lancaster, Greengrocer. Pet Nov 6. Burnley, Nov 23 at 10. Whittam, Burnley.
Whiston, John, Lpool, Currier's Manager. Pet Nov 9. Lpool, Nov 24 at 11. Evans & Co, Lpool.
Wilkinson, Wm, Southport, Lancaster, Dog Trainer. Pet Nov 8. Ormskirk, Nov 23 at 10. Husband, Southport.
Zachari, Max, Prisoner for Debt, Bristol. Adj Nov 6 (for pau). Bristol, Nov 24 at 12.

TUESDAY, Nov. 14, 1865.

To Surrender in London.

Browne, Rachel Annette, Gravesend, Kent, Widow. Pet Nov 11. Nov 29 at 11. Daniel, Moorgate-st.
Clark, Geo Gane, St John's-rd, Hoxton, Boot and Shoe Manufacturer, Pet Nov 11. Nov 29 at 11. Silvester, Gt Dover-st, Newington.
Glasson, Rev Hy, Froxfield, Wilts, Clerk. Pet Nov 11. Nov 27 at 11. Heathfield, Lincoln's-inn-fields.
Hancock, Walter, Newton-rd, Bayswater, Manager to a Tea Merchant. Pet Nov 7. Nov 29 at 1. Brandon, Essex st, Strand.
Harley, Sarah, York-st, St Marylebone, Lodging-house Keeper. Pet Nov 10. Nov 28 at 11. Wyatt, New Ormond-st, Queen's-sq.
Hooman, Geo Jas, Leighton-rd, Kentish-town, Civil Service Clerk. Pet Nov 8. Nov 29 at 2. Hancock & Co, Carey-st, Lincoln's-inn.
Hone, Jas, Upper Mitcham, Surrey, Wheelwright. Pet Nov 9. Nov 28 at 11. Perry, Croydon.
Isenbiel, Geo Godfrey, Beaufort-buildings, Strand, out of business. Pet Nov 11. Nov 28 at 12. Paxon & Co, New Boswell-ct.
Jarrett, Wm Ranger, Prisoner for Debt, London. Pet Nov 6 (for pau). Nov 29 at 1. Smith, Southampton-st, Strand.
Jenkins, Thos, Ockenden-rd, Islington, out of employ. Pet Nov 10. Nov 27 at 2. Roscoe & Hincks, King-st, Finsbury.
Maclean, Malcolm Macleod, Prisoner for Debt, London. Pet Nov 9 (for pau). Nov 27 at 11. Edwards, Bush-lane.
Parker, John, Barge-yd, Bucklersbury, Lamp Manufacturer. Pet Nov 8. Davidson & Co, Basinghall-st.
Parker, Geo, Stansted Mountfitchet, Essex, out of business. Pet Nov 11. Nov 29 at 11. Duffield & Bauty, Cornhill.
Richardson, Wm Saml, Campbell-rd, Bow, Bookseller. Pet Nov 8. Nov 28 at 11. King, Queen-st.
Taylor, Thos, Culvert-rd, Lower Wandsworth-rd, General Dealer. Pet Nov 10. Nov 29 at 11. Pittman, Upper Stamford-st.
Truelove, Jas, Dorking, Surrey, Butcher. Pet Nov 8. Nov 28 at 12. Treherne & Co, Aldermanbury.
Wallace, Katharine, Prisoner for Debt, Horsemonger-lane Pet Nov 6. Nov 29 at 11. Hatton, Essex-st, Strand.
Warwick, Sydney, Richmond-crescent, Richmond-rd, Islington, Jeweller. Pet Nov 1. Nov 28 at 12. Treherne & Co, Aldermanbury.
West, John, Colham-bridge, West Drayton, Middx, Engineer. Pet Nov 8. Nov 28 at 11. Philip, Bucklersbury.
Winn, Joseph, Globe-rd, Mile-end Old Town, Painter. Pet Nov 8. Nov 29 at 2. Philby, Fenchurch-buildings.
Wright, Robt, Coombe-st, City-rd, Carpenter. Pet Nov 9. Nov 27 at 2. Dobie, Guildhall-chambers.
Wyatt, John, South Audley-st, Berkeley-sq, Watchmaker. Pet Nov 10. Nov 28 at 12. Clarke, St Mary-sq, Paddington.

To Surrender in the Country.

Ahearn, John, sen, Lpool, Potatoe Salesman. Pet Nov 8. Lpool, Nov 28 at 3. Browne, Lpool.

Brown, Wm, Dudley, Worcester, Drysalter. Pet Nov 6. Dudley, Nov 27 at 11. Warmington, Dudley.
Brice, Hy John, Smethwick, Stafford, Baker. Pet Nov 8. Oldbury, Nov 18 at 10. Gem, Birm.
Burton, Thos Aaron, Deal, Kent, Carpenter. Pet Nov 7. Deal, Nov 25 at 11.30. Everest, Deal.
Dawson, Abraham, Heywood, Lancaster, Druggist. Pet Nov 9. Bury, Nov 29 at 11. Blackburn Ramsbottam.
Edwards, Cornelius, St Asaph, Flint, Potter. Pet Nov 9. St Asaph, Nov 27 at 11. Roberts, St Asaph.
Edwards, Uriah, Winterborne Houghton, Dorset, Cordwainer. Pet Nov 9. Blandford, Dec 9 at 3. Atkinson, Blandford.
Egbert, Wm, Stoke Damerel, Devon, Gardener. Pet Nov 7. Exeter, Nov 27 at 12.30. Edmonds & Sons, Plymouth, and Floud, Exeter.
Farrow, Joseph, Ipswich, Milliner. Pet Nov 11. Ipswich, Nov 25 at 11. Moore, Ipswich.
Gill, Luke, Kingston-upon-Hull, Butcher. Pet Nov 11. Kingston-upon-Hull, Nov 25 at 11. Summers, Hull.
Godwin, Joseph, sen, Birm, Fruiterer. Pet Nov 9. Birm, Dec 11 at 10. Beaton, Birm.
Griffiths, John Morris, Birkenhead, Chester, Joiner. Pet Nov 11. Birkenhead, Nov 29 at 11. Grattan, Birkenhead.
Hamer, Daniel, Prisoner for Debt, Cardigan. Adj Nov 10. Bristol, Nov 24 at 11.
Havers, Jas, Gt Yarmouth, Waiter. Pet Nov 9. Gt Yarmouth, Nov 30 at 12. Chittock, Norwich.
Hird, Jas. Prisoner for Debt, Lancaster. Adj Aug 16. Lpool, Nov 27 at 2. Thornley, Lpool.
Homer, Joseph, Prisoner for Debt, Birm. Adj Oct 12. Birm, Dec 10 at 11.
Jackson, Stephen, Hollingbourne, Kent, Miller. Pet Nov 2. Maidstone, Nov 18 at 11. Goodwin, Maidstone.
Kinsella, Andrew, Holborn-hill, Cumberland, Beerseller. Pet Nov 9. Whitehaven, Nov 27 at 10. Mason, Whitehaven.
Lancaster, Jas, Longton, Stafford, Parian Manufacturer. Pet Nov 11. Birm, Nov 29 at 12. James & Griffin, Birm, and Clark & Hawley, Longton.
Land, Geo, Dewsbury, York, Labourer. Pet Nov 10. Dewsbury, Dec 1 at 3. Mitchell, Ossett.
Langley, Wm Lpool, Joiner. Pet Nov 11. Lpool, Nov 24 at 11. Browne, Lpool.
Lockyer, Edwd, Southampton, Hairdresser. Pet Nov 9. Christchurch, Nov 29 at 11. Sharp, Christchurch.
Locket, Wm, Perranzabuloe, Cornwall, Miner. Pet Nov 11. Truro, Nov 25 at 3. Paull, Truro.
Lumb, Wm, Huddersfield, York, Waste Dealer. Pet Nov 6. Leeds, Nov 27 at 11. Holland, Rochdale, and Simpson, Leeds.
Marlow, John, Northampton, Purse Manufacturer. Pet Nov 10. Northampton, Nov 27 at 10. Hensman & Son, Northampton.
McCullum, Thos Whittaker, Coxbench, Derby, Miller. Pet Nov 11. Birm, Dec 5 at 11. Gamble & Leech, Derby, and Southall & Nelson, Birm.
Moody, Chas, Luton, Bedford, Teacher of Music. Pet Oct 10. Luton, Nov 28 at 10. Bailey, Luton.
Paul, Hy. Isington, Hants. Pet Nov 7. Alton, Nov 27 at 1. Beaty, Farnham.
Pearse, Wm, Watchet, Somerset, Tailor. Pet Nov 7. Williton, Nov 22 at 10. White, Williton.
Pemble, Jas, Prisoner for Debt, Maidstone. Adj Oct 21. Margate, Nov 25 at 12.
Phillips, Edwd, Holt, Denbigh, Farm Bailiff. Pet Nov 11. Wrexham, Nov 30 at 11. Rymer, Wrexham.
Preston, Hy, Norton, Gloucester, Shoe Maker. Pet Nov 11. Gloucester, Dec 2 at 12. Cooke, Newent.
Prince, Jesse Hy, Chesterfield, Derby, Saddler. Pet Nov 10. Leeds, Nov 24 at 12. Fernell, Sheffield.
Roberts, Stephen, Manch, Publican. Pet Nov 9. Manch, Nov 24 at 11. Leigh, Manch.
Seale, Chas Twysden, Plymouth, Devon, Gent. Pet Nov 11. East Stonehouse, Nov 29 at 11. Fowler, Plymouth.
Tompkins, Titus, Bedford, Hairdresser. Pet Nov 16. Bedford, Nov 24 at 11. Conquest & Stimson, Bedford.
Turley, Hy, New Town, Wednesbury, Stafford, Attorney's Clerk. Pet Nov 9. Walsall, Nov 28 at 10. Crump, Walsall.
Walton, John, Sunderland, Milliner. Pet Nov 10. Sunderland, Nov 28 at 1. Hutchinson, Sunderland.
Wardrobe, Wm, Hebburn-quay, Jarrow, Durham, Foreman Brickmaker. Pet Nov 4. South Shields, Nov 27 at 11. Duncan, South Shields.
Wood, Edw, South Shields, Durham, Dealer in Ale. Pet Nov 7. Nov 29 at 12. Duncan, South Shields.
Wood, Joseph, Walsall, Stafford, Saddlers' Ironmonger. Pet Nov 11. Birm, Nov 29 at 12. James & Griffin, Birm.

BANKRUPTCIES ANNULLED.

FRIDAY, Nov. 10, 1865.

Paterson, John, Wolsingham, Durham, Beerhouse-keeper. Oct 21.

TUESDAY, Nov. 14, 1865.

Blenkarn, John, Grosvenor-pk, Camberwell, Commercial Traveller. Nov 14.